

Contract ID#: B90780C
Encumb. #: CFPW03000007



Department: DPW

CLPW15000017

E-8615

CF (Capital)

CF

Contract Details

SERVICE: Global Program Management

NIFS ID #: CFPW03000007

NIFS Entry Date: 4/6/15

Term: from April 2, 2015 to April 1, 2017

New <input type="checkbox"/>	Renewal <input type="checkbox"/>
Amendment #5 <input checked="" type="checkbox"/>	
Time Extension <input type="checkbox"/>	
Addl. Funds <input checked="" type="checkbox"/>	
Blanket Resolution <input type="checkbox"/>	
RES#	

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name JE Architects/Engineers, P.C. (formerly known as Carter & Burgess Architects & Engineers, PC)	Vendor ID# 75-1246210-01
Address 1305 Franklin Avenue, Suite 245 Garden City, NY 11530	Contact Person Richard D. Fennema Richard.Fennema@jacobs.com
	Phone 516-307-1320 516-908-3966 fax

County Department
Department Contact Rakhal Maitra, P.E. Deputy Commissioner of Public Works
Address 1194 Prospect Avenue Westbury, NY 11590
Phone 516-571-9611

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd or Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	4/3/15	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	3/14/15	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	4/1/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
4/21/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	4/21/15	[Signature]	
4/22/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	4/23/15	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	4/24/15	Concetta G. Petrucci	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>	50:11 V 1 - 1015 5102		
4/25/15	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	4/25/15	[Signature]	

Contract Summary

Purpose: Approval to amend the amount of the Personal Services Agreement with JE Architects/Engineers, P.C. (formerly known as Carter & Burgess Architects & Engineers, P.C.) to continue to provide "global" program management services for the entire Nassau County Shared Services Efficiency Plan. These services include, but are not limited to, making recommendations as to site planning, zoning, construction implementation and phasing of this Plan. The program management team will also assist with the preparation of RFQs/RFPs and other agreement/contract documentation to procure Architectural / Engineering firms for the projects and sub-projects, will review and develop cost estimates, manage construction budgets and cash flow projections, and develop and maintain a CPM (Critical Path Method) master schedule, including cost control reporting, identifying project milestones, and evaluating potential changes concerning budget and schedule impacts. Additionally, the firm will provide constructability review and value engineering of architectural and/or engineering documents relative to each project, assist with grant applications, SEQRA-related forms, community/public relations efforts, and coordinate phasing of projects to support planning for migration of employees and County assets. During construction, this firm will continue its services by monitoring the Shared Facilities Efficiency Plan projects and sub-projects for scheduling purposes, assisting with any problems which may arise, including disputed work, lack of progress, construction claims, delay analysis, etc.

Procurement History: In April 2003, the Nassau County Legislature passed a resolution allowing the County Executive to enter into an Agreement with Carter & Burgess Architects & Engineers, PC to provide the above-referenced services. In April 2004, the Nassau County Legislature passed a resolution allowing the County Executive to extend the agreement with Carter & Burgess for a second year. The Legislature approved a two year extension to the contract on May 11, 2005 fulfilling the initial schedule of the Original Agreement. On June 4, 2007 the Legislature approved Amendment No. 1 extending the term of the agreement for two additional years of Program Management services through April 1, 2009. On January 12, 2009 the Legislature approved Amendment No. 2 extending the term of the agreement through April 1, 2011 for continued Program Management services. On September 27, 2010 the Legislature approved Amendment No. 3 extending the term of the agreement through April 1, 2013. On January 9, 2013 the Commissioner of Public Works issued an authorization letter extending the term of the agreement through April 1, 2015 at no additional cost to the County. On December 19, 2013 the Legislature approved Amendment #4 extending the term of the agreement through April 1, 2017. Program Management Services are currently being provided for all Shared Facilities Efficiency Plan projects and sub-projects (Public Safety Center, Courts, Correctional Center, 1 West Street, Juvenile Detention Center, Swing Space, etc.)

Recommendation: Approve as submitted.


BUDGET CODES	
Fund:	CAP
Control:	14
Resp:	008
Object:	000
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXXXX
County	\$
Federal	\$
State	\$
Capital	\$1,887,225.00
Other	\$
TOTAL	\$1,887,225.00

LINE	INDEX/OBJECT CODE	AMOUNT
31	PWCAPCAP/14008	\$1,887,225.00
	TOTAL	\$1,887,225.00

RENEWAL	
% Increase	
% Decrease	

Date:

NIFS Certification		Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 	
Name	Name	Date 4/29/15	
Date	Date	E #: (For Office Use Only)	

RULES RESOLUTION NO. – 2015

APPROVED AS TO FORM

Deputy County Attorney

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND JE ARCHITECTS/ENGINEERS, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with JE Architects/Engineers, P.C. in connection with program management services in connection with the County's Shared Facility Efficiency Plan, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with JE Architects/Engineers, P.C.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORK
Inter-Departmental Memo

TO: Office of the County Executive
Attn: Richard R. Walker, Chief Deputy County Executive

FROM: Shila Shah-Gavnoudias, Commissioner

DATE: March 25, 2015

SUBJECT: Shared Facilities Efficiency Plan
Recommendation to Amend the Professional Services Agreement with
JE Architects/Engineers P.C. (formerly Carter & Burgess) for Program Management Services
Agreement No.: B90780C
Encumbrance No.: CFPW03000007
Capital Project No.: 14008

In February 2015, the Department of Public Works was notified that Swanke Hayden Connell Architects (SHCA), the project architect for the Public Safety Center Phase III – Forensic Laboratory project filed for bankruptcy on January 9, 2015, and will no longer be performing construction administration services.

To address this issue the Department has authorized Jacobs to take immediate action and add the principal architect for the Public Safety Center project from SHCA to assist with the coordination and resolution of this issue at the Public Safety Center while maintaining the institutional architectural knowledge of the design of this facility. The addition of the principal architect had no impact to the current cost of the agreement. However, it is anticipated that additional staff may be required to assist with the performance of construction administration services. The cost of the additional staff is included in this amendment.

The Department must also coordinate the addition of SHCA's original engineering sub-consulting firm, Cameron Engineering and Associates, as a sub-consultant to the existing Jacobs' personal services agreement to continue to provide the necessary construction administration services in order to complete this project. The project cannot be completed without these services.

In our professional judgment, authorizing the JE team to provide construction administration services via the addition of staff and Cameron Engineering and Associates as a sub-consultant is the appropriate option to complete this project by May of 2016.

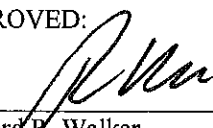
Funding for this amendment will come from the disencumbrance of unused funds from the SHCA professional services agreement against Capital Project #14008 and will in no way increase the cost of the overall project. In accordance with procedural guidelines, CSEA will be notified of this proposed Agreement amendment.


Shila Shah-Gavnoudias
Commissioner

SSG:RM:jm

c: Richard P. Millet, Chief Deputy Commissioner
Rakhal Maitra, Deputy Commissioner

APPROVED:



Richard R. Walker
Chief Deputy County Executive

Date

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date



George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: **JE Architects / Engineers, P.C.**
(formerly known as Carter & Burgess Architects & Engineers, PC)

CONTRACTOR ADDRESS: 1305 Franklin Avenue, Suite 245, Garden City, NY 11530

FEDERAL TAX ID #: **75-1246210**

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on April 1, 2003. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into as a result of an RFP, a qualification-based rating system in accordance with established DPW procedures. Detailed procurement is outlined in a February 19, 2003 memo to Deputy County Executive.

Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

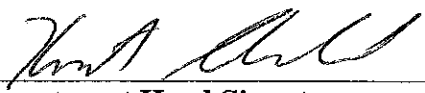
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature
3/24/15
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 5

THIS AMENDMENT No. **5** (this "**5th** Amendment"), dated as of the date this amendment is executed by the County of Nassau, between (i) the County of Nassau, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii) JE Architects/Engineers, P.C. formerly known as Carter & Burgess Architects/Engineers, PC., a New York State Professional Corporation, having its principal office at 1305 Franklin Avenue, Garden City, New York 11530, a related entity of Carter & Burgess Inc. and Jacobs Engineering Group Inc. (collectively, the "Program Manager" or the "Contractor").

WITNESSETH:

WHEREAS, pursuant to that certain agreement between the County and the Contractor dated as of May 11, 2005 as amended by certain amendments and Department of Public Works authorization letter executed by the County on April 1, 2007, April 2, 2009, April 2, 2011, January 9, 2013 **and March 25, 2014** (the "Prior Agreement"), the Contractor is performing certain "global" program management services for the County in connection with the County's Shared Facilities Efficiency Plan, which services are more fully described in the Prior Agreements; and

WHEREAS, the maximum upset amount that the County agreed to reimburse the contractor under Amendment #4, as full compensation for the services, was Seven Million Six Hundred Sixty-Three Thousand Five Hundred Nineteen dollars (\$7,663,519.00) (the "Maximum Amount");

WHEREAS, the County and the Contractor desire to amend the Prior Agreement to reflect the agreement of the parties with respect to the matters addressed in this **5th** Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties agree as follows:

ARTICLE I

General

1.1 **Recitals.** The recitals are specifically incorporated into the body of this **5th** Amendment and shall be binding upon the parties hereto.

1.2 **Defined Terms.** Unless expressly set forth to the contrary and except as modified by this **5th** Amendment, all capitalized or defined terms shall have the meanings ascribed to them in the Prior Agreement.

ARTICLE II

Modifications to Prior Agreements

Effective as of the date hereof, the Prior Agreement shall be modified and amended as follows:

2.1 Services Provided as Extra Services or Additional Costs. Section 2.3 was deleted in Amendment #4 and is reinstated in its entirety:

“2.3 Services Provided as Extra Services or Additional Costs

If requested, the Program Manager shall provide, or shall retain a sub-consultant to provide, additional program management services as listed below, but not limited to:

- Program/Management Software Maintenance, Support & Training Services
- Building Evaluation Services
- Imaging/Scanning Services
- Financial Auditing Functions
- Construction Administration Services
- Any other services deemed to be outside the scope described herein

Compensation for these services is not to exceed the \$750,000 Allowance, for the term of the Amendment, provided for under the maximum upset fee herein.”

2.2 Payment. Section 3(d) of the Prior Agreement, entitled Consideration (including all subsections hereunder {i.e. (d-1) – (d-9)}) is hereby deleted in its entirety and the following is hereby substituted in its place and stead:

“3(d) Consideration. The maximum upset amount shall be increased by One Million Eight Hundred Eighty-Seven Thousand Two Hundred Twenty-Five dollars so that the maximum amount the County shall pay the Program Manager as full consideration for the Services provided under this Agreement (the “Amended Maximum Amount”) shall be Nine Million Five Hundred Fifty Thousand Seven Hundred Forty-Four dollars (\$9,300,744) (\$2,865,910 to come from current funding underruns per the DPW authorization letter dated January 9, 2013 (Appendix B), \$4,797,609 to come from new funding and \$1,887,225 to come from a disencumbrance of the unused amount from the Swanke Hayden Connell Architects contract):

(d-1) \$8,740,744 will be the compensation for labor required to perform all services listed above, with the exception of Section 2.4 “Reimbursable Expenses”, and will be equal to an approved multiplier of 2.20 times the actual salaries or compensation paid by the Program Manager to all personnel for the work

performed by them directly related to the project assigned, exclusive of insurance, payroll taxes, and all other fringe benefits. The Program Manager shall be compensated for services performed by principals of the Program Manager while engaged in a technical capacity in the project, in the same manner as any other employee of the Program Manager engaged in the performance of the same technical services. This is to be certified with payment requisitions. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed One Hundred Seventy-Five dollars (\$175.00) per hour, for technical personnel or principals (approved staffing plan attached herein as Appendix A).

(d-2) A \$60,000 Allowance is included in the maximum upset amount to compensate for allowable reimbursable expenses as listed herein (paragraph 2.4 Reimbursable Expenses). At the termination of the Agreement, any unused balance shall be retained by the County.

(d-3) Not Used

(d-4) Not Used

(d-5) A \$750,000 Allowance is included in the maximum upset amount to compensate for Extra Services or Additional Costs as described herein (paragraph 2.3 Extra Services and Additional Costs).

(d-6) Additional Agreement Years. Funding for Additional Agreement Years is in the sole and absolute discretion of the County. If funds are available and the County elects to fund this Agreement for additional Agreement Years, a new maximum upset fee will be negotiated based on an estimation of the services required, the wage rate schedule and multiplier as agreed to by both parties. After the Final Agreement Years of service have elapsed, this Agreement may be extended, on a yearly basis at terms agreeable to all parties. The maximum upset fee for each additional year will be based on an estimation of the services required, the wage rate schedule, and the multiplier, as agreed to by both parties.

(d-7) Premium pay for County authorized overtime, over and above the straight hourly rate, shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the applicable multiplier times the straight hourly rate, plus the actual premium overtime cost incurred.

(d-8) Maximum Hourly Wage Rate Schedule -- Attached to this Agreement is Appendix A entitled "Staffing Plan" listing the various job titles of the personnel to be used on this project, and the maximum hourly wage rate currently in effect for each such job title. Said schedule shall be deemed to be a part of this Agreement. In no event shall an employee's wage rate exceed the maximum rate for his classification. Modifications to the Staffing Plan may be requested

annually by the Program Manager, and shall be subject to the prior written approval of the Commissioner. Upon the approval of the Commissioner, the modified Maximum Staffing Plan shall be considered a part of this Agreement.

(d-9) Before commencing the work, the Program Manager will submit, if not already on file with the Department and approved by the Commissioner, a Personnel List setting forth names, titles, and current salaries. The Program Manager must give the Commissioner written notification of the specific personnel changes for Commissioner's review and approval."

2.5 Compliance with Law.

(a) Section 9 of the Prior Agreement is deleted in its entirety and the following is hereby substituted in its place and stead:

"9. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which may be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix "L", and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate."

(b) The certification of compliance in connection with the Living Wage Law referenced above is attached hereto and hereby made a part hereof as Appendix "L" and shall be inserted into the Prior Agreement as Appendix "L."

2.6 Staffing Plans – Appendix "A" The Staffing Plan identified as Appendix "A" in the Prior Agreement, is deleted in its entirety and Appendix "A" attached hereto and hereby made a part hereof is substituted in its place and stead.

ARTICLE III Ratification

3. Ratification. The parties to this 5th Amendment hereby ratify and confirm all of the terms, covenants and conditions of the Prior Agreements, except to the extent that those terms, covenants and conditions are amended, modified or varied by this 5th Amendment. If there is a conflict between the provisions of the Prior Agreements and the provisions of this 5th Amendment, the provisions of this 5th Amendment shall control. This 5th Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

JE ARCHITECTS/ENGINEERS, P.C.

By: Charles W. Nixon
Name: Charles W. Nixon
Title: President and Chief Executive Officer
Date: 18 March 2015

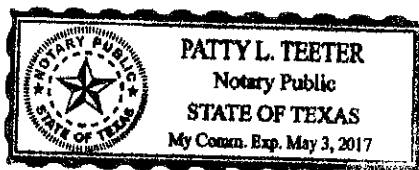
COUNTY OF NASSAU

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

STATE OF NEW YORK }
 ss.:
COUNTY OF NASSAU }

On the 18th day of March in the year 2015 before me personally came Charles W. Nixon to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Tarrant, TX; that he or she is the President/CEO of JE Architects/Engineers, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Patty L Teeter
NOTARY PUBLIC



STATE OF NEW YORK }
 ss.:
COUNTY OF NASSAU }

On the ____ day of _____ in the year 20____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX A

SHARED FACILITIES EFFICIENCY PROGRAM PROGRAM MANAGEMENT STAFFING PLAN FOR 2013 - 2017

2013 - 2015 Staffing Authorized by DPW letter dated January 9, 2013 -- Funded from Prior Year Underruns -- NO ADDITIONAL FUNDING REQUIRED																
	4/2/2013 - 4/1/2014 - Projections				4/2/2014 - 4/1/2015 - Projections				4/2/2015 - 4/1/2016 - Projections				4/2/2016 - 4/1/2017 - Projections			
	Hourly Rate	Multi Rate	Total Hours	Total Cost	Hourly Rate	Multi Rate	Total Hours	Total Cost	Hourly Rate	Multi Rate	Total Hours	Total Cost	Hourly Rate	Multi Rate	Total Hours	Total Cost
Base Contract (Current Underruns)																
Program Manager	\$ 79.55	2.20	2,090	\$ 364,021	\$ 79.55	2.20	2,090	\$ 364,021								
Project Manager - Family & Matrimonial Court	\$ 79.55	2.20	2,090	\$ 364,021	\$ 79.55	2.20	2,090	\$ 364,021								
Project Manager - Public Safety Center Phase III																
Asst. Project Manager - PSC / Courts	\$ 75.21	2.20	2,090	\$ 344,234	\$ 79.00	2.20	2,090	\$ 351,407								
Budget Manager	\$ 97.01	2.20	2,090	\$ 260,679	\$ 99.88	2.20	2,090	\$ 273,923								
Subject Matter Experts	\$ 64.33	2.20	480	\$ 67,933	\$ 67.53	2.20	480	\$ 71,350								
Administrative Assistant																
BASE CONTRACT SERVICES				\$ 1,401,128				\$ 1,434,782								\$ 2,895,910
Reimbursable Expenses				\$ 15,000				\$ 15,000								\$ 30,000
Total Reimbursable Expenses				\$ 15,000				\$ 15,000								\$ 30,000
Total DPW Letter Authorization				\$ 1,416,128				\$ 1,449,782								\$ 2,925,910

New Staffing Requirements -- Amendment #6 -- Additional Funding Required																
	4/2/2013 - 4/1/2014 - Projections				4/2/2014 - 4/1/2015 - Projections				4/2/2015 - 4/1/2016 - Projections				4/2/2016 - 4/1/2017 - Projections			
	Hourly Rate	Multi Rate	Total Hours	Total Cost	Hourly Rate	Multi Rate	Total Hours	Total Cost	Hourly Rate	Multi Rate	Total Hours	Total Cost	Hourly Rate	Multi Rate	Total Hours	Total Cost
Base Contract (Current Underruns)																
Program Manager									\$ 79.55	2.20	2,090	\$ 364,021	\$ 79.55	2.20	2,072	\$ 362,621
Project Manager - Family & Matrimonial Court									\$ 79.55	2.20	2,090	\$ 364,021	\$ 79.55	2.20	2,072	\$ 362,621
Project Manager - Public Safety Center Phase III									\$ 76.88	2.20	2,090	\$ 331,658	\$ 79.55	2.20	938	\$ 57,403
Asst. Project Manager - PSC / Courts	\$ 66.00	2.20	680	\$ 104,265	\$ 73.29	2.20	2,090	\$ 334,943	\$ 66.15	2.20	2,090	\$ 302,702	\$ 64.46	2.20	2,072	\$ 316,615
Budget Manager									\$ 79.55	2.20	2,090	\$ 364,021	\$ 79.55	2.20	2,072	\$ 362,621
Contract Manager/Admin									\$ 62.85	2.20	2,090	\$ 267,619	\$ 66.00	2.20	2,072	\$ 300,549
Subject Matter Experts									\$ 70.82	2.20	480	\$ 74,097	\$ 72.47	2.20	480	\$ 79,041
Administrative Assistant																
Additional Staffing Requirements				\$ 194,046				\$ 623,381				\$ 2,969,971				\$ 1,841,381
Reimbursable Expenses				\$ 15,000				\$ 15,000				\$ 15,000				\$ 30,000
Total Reimbursable Expenses				\$ 15,000				\$ 15,000				\$ 15,000				\$ 30,000
TOTAL Additional Funding				\$ 194,046				\$ 623,381				\$ 2,123,971				\$ 1,871,381

APPENDIX A Continued

SHARED FACILITIES EFFICIENCY PROGRAM PROGRAM MANAGEMENT STAFFING PLAN FOR 2013 - 2017

AMENDMENT SUMMARY					
Current Underman Funded Staffing	\$ 1,401,128	\$ 1,434,762	\$ -	\$ -	\$ 2,835,890
Additional Staffing Requirements	\$ 194,048	\$ 623,231	\$ 2,198,271	\$ 1,845,361	\$ 4,767,609
Total Staffing	\$ 1,595,176	\$ 2,058,013	\$ 2,198,271	\$ 1,845,361	\$ 7,603,499
Total Reimbursable Expenses	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 60,000
TOTAL AMENDMENT	\$ 1,610,176	\$ 2,073,013	\$ 2,213,271	\$ 1,860,361	\$ 7,663,499

Appendix B

EDWARD P. MANGANO
COUNTY EXECUTIVE



SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1184 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

January 9, 2013

Mr. Richard Fennema
JB Architects/Engineering P.C.
1305 Franklin Avenue, Suite 245
Garden City, NY 11530

Re: Shared Facilities Efficiency Program
Program Management Services Agreement Extension
Contract No. B90780C

Gentlemen:

We are in receipt of your response dated December 21, 2012 regarding the County's intention to extend the above referenced agreement for Program Management services for an additional two (2) years through April 1, 2015.

We have reviewed your proposed staffing plan against the goals of the Shared Facilities Efficiency Program and feel that the staffing is appropriate to meet these goals. Therefore, your staffing plan is approved. Additionally we have reviewed your funding analysis against the County's records and concur with your projections.

Based upon our completed review we are extending your agreement for an additional two (2) year period through April 1, 2015. This extension will be funded through the reallocation of unspent funds therefore there is no change to the current agreement amount.

Should you have any questions, please do not hesitate to contact me at (516) 571-9604.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Shila S.G.", is written over a horizontal line.

Shila Shah-Gavnooudias, P.E.
Commissioner of Public Works

SSG:RPM:ss

c: Richard P. Millet, Deputy Commissioner of Public Works
Rakhal Maitra, Deputy Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Susan Solomon, Accounting Assistant IV
Janet Duncan, Claims Section, Comptroller's Office

C:\Team Nassau\PMABudget Management\CB Authorization\Contract Years 11 & 12\121011 - DPW Letter to JB re Authorization of Contract Extension.doc

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The managing principal of the Proposer/Bidder is:

JE Architects/Engineers, P.C. (Name)

1305 Franklin Avenue, Suite 245, Garden City, NY 11530 (Address)

(516) 908-3966 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder _____ has √ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has √ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

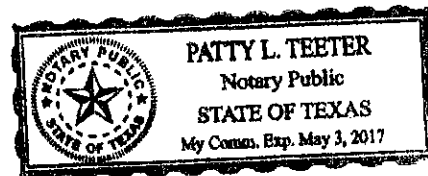
18 March 2015 Charles W. Nixon
Dated Signature of Managing Principal

Charles W. Nixon, President and Chief Executive Officer
Name of Managing Principal

Sworn to before me this

18th day of March, 2015.

Tatijl Tooten
Notary Public



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: JE Architects/Engineers P.C. (formerly known as C& Architect/Engineers, P.C.)
Address: 1305 Franklin Avenue, Suite 245
City and State: Garden City, NY Zip Code 11530
2. Firm's Vendor Identification Number: 75-2923095
3. Type of Business:
☒ Public Corp. ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture
☐ Ltd Liability Company ☐ Closely Held Corp. ☐ Other (specify)
4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)
- Charles W. Nixon - Director
Michael R. Lorenz, - Director
Charles W. Nixon -- President and Chief Executive Officer
Michael R. Lorenz-- Vice President & Secretary
Philip S. Sheridan-- Vice President
Thanyapat (Tiny) Cholvibul. - Vice President
5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).
- Charles W. Nixon -- 33 1/3%
Michael R. Lorenz-- 33 1/3%
Thanyapat (Tiny) Cholvibul-33 1/3%
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).
- On November 2, 2007 Jacobs Engineering Group Inc. acquired the Carter Burgess organization.
7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.
- Dated: 18 March 2015 Signed: Charles W. Nixon
Print Name: Charles W. Nixon
Title: President and Chief Executive Chief

AMENDMENT #4

Contract ID#: B90780C
Encumb. #: CFPW03000007

CLPW13000087

Department: DPW

E-263-13
CF**CF (Capital)****Contract Details**

NIFS ID #: CFPW03000007

NIFS Entry Date: 12/3/13

SERVICE: Global Program Management

Term: from 5/11/2005 to April 1, 2017

New <input type="checkbox"/>	Renewal <input type="checkbox"/>
Amendment #4 <input checked="" type="checkbox"/>	
Time Extension <input type="checkbox"/>	
Addl. Funds <input type="checkbox"/>	
Blanket Resolution <input type="checkbox"/>	
RES# _____	

1) Mandated Program:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name JE Architects/Engineers, P.C. (formerly known as Carter & Burgess Architects & Engineers, PC)	Vendor ID# 75-1246210-01
Address 1305 Franklin Avenue, Suite 245 Garden City, NY 11530	Contact Person Richard D. Fennema Richard.Fennema@jacobs.com
	Phone 516-307-1320 516-908-3966 fax

County Department
Department Contact Rakhal Maitra, P.E. Deputy Commissioner of Public Works
Address 1194 Prospect Avenue Westbury, NY 11590
Phone 516-571-9611

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	12/2/13	[Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	11/1/12	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	12/2/13	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res
12/2/13	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/2/13	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
12/2/13	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/2/13	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	12/2/13	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	12/24/13	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	12/2/14	[Signature]	COE 11/29/14
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	12/2/13	[Signature]	

E-203-13

RULES RESOLUTION NO. 38/2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND JE
ARCHITECTS & ENGINEERS, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12/19/13
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a fourth amendment to a
personal services agreement with JE Architects & Engineers, P.C., formerly
known as Carter & Burgess Architects & Engineers, P.C., for global
program management services in connection with The Nassau County
Shared Services Efficiency Plan, a copy of which is on file with the Clerk of
the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to agreement with JE Architects & Engineers, P.C.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: JE Architects / Engineers, P.C.
(formerly known as Carter & Burgess Architects & Engineers, PC)

CONTRACTOR ADDRESS: 1305 Franklin Avenue, Suite 245, Garden City, NY 11530

FEDERAL TAX ID #: 75-1246210

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

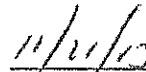
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

2.1 Term. Section 1 of the Prior Agreement is deleted in its entirety and the following is hereby substituted in its place and stead:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on April 1, 2017 (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to two years by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2.2 Services Provided as Allowances. Section 2.2 of the Prior Agreement, is deleted in its entirety.

2.3 Services Provided as Extra Services or Additional Costs. Section 2.3 of the Prior Agreement, is deleted in its entirety.

2.4 Payment. Section 3(d) of the Prior Agreement, entitled Consideration (including all subsections thereunder {i.e. (d-1) – (d-9)}) is hereby deleted in its entirety and the following is hereby substituted in its place and stead:

"3(d) Consideration. The maximum upset amount that the County shall pay the Program Manager as full consideration for the Services provided under this Agreement (the "Maximum Amount") shall be Seven Million Six Hundred Sixty-Three Thousand Five Hundred Nineteen dollars (\$7,663,519) (\$2,865,910 to come from current funding underruns per the DPW authorization letter dated January 9, 2013 (Exhibit B) and \$4,797,609 to come from new funding):

(d-1) \$7,603,519 will be the compensation for labor required to perform all services listed above, with the exception of Section 2.4 "Reimbursable Expenses", and will be equal to an approved multiplier of 2.20 times the actual salaries or compensation paid by the Program Manager to all personnel for the work performed by them directly related to the project assigned, exclusive of insurance, payroll taxes, and all other fringe benefits. The Program Manager shall be compensated for services performed by principals of the Program Manager while engaged in a technical capacity in the project, in the same manner as any other employee of the Program Manager engaged in the performance of the same technical services. This is to be certified with payment requisitions. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed One Hundred Seventy-Five dollars (\$175.00) per hour, for technical personnel or principals (approved staffing plan attached herein as Appendix A).

(d-2) A \$15,000 Allowance per Agreement year (\$60,000 total) is included in the maximum upset amount to compensate for allowable reimbursable expenses as

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which may be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix "L", and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate."

(b) The certification of compliance in connection with the Living Wage Law referenced above is attached hereto and hereby made a part hereof as Appendix "L" and shall be inserted into the Prior Agreement as Appendix "L."

2.6 Staffing Plans – Appendix "A" The Staffing Plan identified as Appendix "A" in the Prior Agreement, is deleted in its entirety and Appendix "A" attached hereto and hereby made a part hereof is substituted in its place and stead.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

JE ARCHITECTS/ENGINEERS, P.C.

By: Charles W. Nixon
Name: Charles W. Nixon
Title: President and Chief Executive Officer
Date: 19 Nov 2013

COUNTY OF NASSAU

By: [Signature]
Name: Tim Sullivan
Title: Deputy County Executive of Finance
Date: 3/25/14

APPENDIX A

SHARED FACILITIES EFFICIENCY PROGRAM PROGRAM MANAGEMENT STAFFING PLAN FOR 2013 - 2017

2013 - 2015 Staffing Authorized by OPW letter dated January 9, 2013 - Funded from Prior Year Underfunds - NO ADDITIONAL FUNDING REQUIRED																		
	4/22/2013-4/1/2014 - Projections				4/22/2014-4/1/2015 - Projections				4/22/2015-4/1/2016 - Projections				4/22/2016-4/1/2017 - Projections				Four Year Total	
	Hourly Rate	Mult	Total Hours	Total Cost	Hourly Rate	Mult	Total Hours	Total Cost	Hourly Rate	Mult	Total Hours	Total Cost	Hourly Rate	Mult	Total Hours	Total Cost	Total Hours	Total Cost
Base Contract (Current Underfund)	\$ 79.95	2.20	2,000	\$ 394,021	\$ 79.95	2.20	2,000	\$ 394,021									4,160	\$ 728,042
Program Manager - Family & Multicultural Court	\$ 79.95	2.20	2,000	\$ 394,021	\$ 79.95	2.20	2,000	\$ 394,021									4,160	\$ 728,042
Program Manager - Public Safety Center / Phase III																		
Asst. Project Manager - PSC/Courts	\$ 75.23	2.20	2,000	\$ 344,264	\$ 75.23	2.20	2,000	\$ 344,264									4,160	\$ 702,753
Project Manager	\$ 57.01	2.20	2,000	\$ 260,672	\$ 57.01	2.20	2,000	\$ 260,672									4,160	\$ 534,032
Contract Manager/Admin	\$ 64.33	2.20	2,000	\$ 271,506	\$ 64.33	2.20	2,000	\$ 271,506									960	\$ 139,263
Contract Manager/Events																		
Contract Manager/Assistant																		
BASE CONTRACT SERVICES				\$ 1,401,123				\$ 1,401,123									\$ 2,832,910	
Reimbursable Expenses				\$ 15,000				\$ 15,000										\$ 30,000
Total Reimbursable Expenses				\$ 15,000				\$ 15,000										\$ 30,000
Total DEW Letter Authorization				\$ 1,416,123				\$ 1,416,123									\$ 2,862,910	

New Staffing Requirements -- Amendment #4 -- Additional Funding Required																		
	4/22/2013-4/1/2014 - Projections				4/22/2014-4/1/2015 - Projections				4/22/2015-4/1/2016 - Projections				4/22/2016-4/1/2017 - Projections				Four Year Total	
	Hourly Rate	Mult	Total Hours	Total Cost	Hourly Rate	Mult	Total Hours	Total Cost	Hourly Rate	Mult	Total Hours	Total Cost	Hourly Rate	Mult	Total Hours	Total Cost	Total Hours	Total Cost
Base Contract (Current Underfund)																		
Program Manager - Family & Multicultural Court	\$ 69.71	2.20	600	\$ 84,264	\$ 79.55	2.20	2,000	\$ 394,021	\$ 79.55	2.20	2,000	\$ 394,021	\$ 79.55	2.20	2,000	\$ 394,021	4,152	\$ 736,442
Project Manager - Public Safety Center Phase III	\$ 69.71	2.20	600	\$ 84,264	\$ 79.55	2.20	2,000	\$ 394,021	\$ 79.55	2.20	2,000	\$ 394,021	\$ 79.55	2.20	2,000	\$ 394,021	4,152	\$ 736,442
Asst. Project Manager - PSC/C Courts	\$ 63.88	2.20	600	\$ 80,784	\$ 68.15	2.20	2,000	\$ 382,707	\$ 68.15	2.20	2,000	\$ 382,707	\$ 68.15	2.20	2,000	\$ 382,707	5,188	\$ 648,322
Project Manager - Family & Multicultural Court					\$ 79.55	2.20	2,000	\$ 394,021	\$ 79.55	2.20	2,000	\$ 394,021	\$ 79.55	2.20	2,000	\$ 394,021	6,912	\$ 939,368
Contract Manager/Admin					\$ 62.85	2.20	2,000	\$ 379,419	\$ 64.00	2.20	2,000	\$ 384,839	\$ 64.00	2.20	2,000	\$ 384,839	4,162	\$ 728,942
Contract Manager/Events					\$ 70.92	2.20	400	\$ 74,837	\$ 74.47	2.20	480	\$ 78,641	\$ 74.47	2.20	480	\$ 78,641	4,162	\$ 728,942
Contract Manager/Assistant																	600	\$ 133,536
Additional Staffing Requirements				\$ 923,231				\$ 2,103,671										\$ 4,787,604
Reimbursable Expenses								\$ 16,000										\$ 30,000
Total Reimbursable Expenses								\$ 15,008										\$ 30,008
TOTAL Additional Funding				\$ 184,045				\$ 2,123,971										\$ 4,907,603

Appendix B

EDWARD P. MANGANO
COUNTY EXECUTIVE



SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

January 9, 2013

Mr. Richard Fennema
JB Architects/Engineering P.C.
1305 Franklin Avenue, Suite 245
Garden City, NY 11530

Re: Shared Facilities Efficiency Program
Program Management Services Agreement Extension
Contract No. B90780C

Gentlemen:

We are in receipt of your response dated December 21, 2012 regarding the County's intention to extend the above referenced agreement for Program Management services for an additional two (2) years through April 1, 2015.

We have reviewed your proposed staffing plan against the goals of the Shared Facilities Efficiency Program and feel that the staffing is appropriate to meet these goals. Therefore, your staffing plan is approved. Additionally we have reviewed your funding analysis against the County's records and concur with your projections.

Based upon our completed review we are extending your agreement for an additional two (2) year period through April 1, 2015. This extension will be funded through the reallocation of unspent funds therefore there is no change to the current agreement amount.

Should you have any questions, please do not hesitate to contact me at (516) 571-9604.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Shila S.G.", is written over the typed name.

Shila Shah-Gavnaudias, P.E.
Commissioner of Public Works

SSG:RPM:ss

cc: Richard P. Millet, Deputy Commissioner of Public Works
Rakhal Maitra, Deputy Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Susan Solomon, Accounting Assistant IV
Janet Duncan, Claims Section, Comptroller's Office

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

19 Nov 2013
Dated

Charles W. Nixon
Signature of Managing Principal

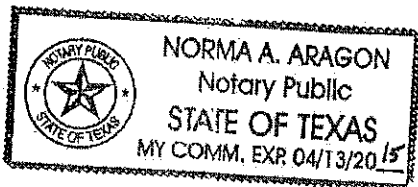
Charles W. Nixon, President and Chief Executive Officer
Name of Managing Principal

Sworn to before me this

19 day of November, 2013.

Norma A. Aragon

Notary Public



REQUEST TO INITIATE REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC

☐ RFQ ☒ RFP ☐ RFBC

Department: Dept. of Public Works -- Division of Engineering Date: November 12, 2008

Service Requested: An amendment to an existing contract for Global Program Management Services for the Nassau County Real Estate Consolidation Program

Justification: The term of the Carter & Burgess, Inc. contract has been completed and the Department wishes to extend the firm's services through this amendment

Estimated Range: \$5,584,877 Date RFQ/RFP/RFBC Due: December 2008

Department Head Approval: ☒ YES ☐ NO

[Signature]
SIGNATURE

DCE/Vertical Approval: ☒ YES ☐ NO

[Signature]
SIGNATURE

DCE/Cops Approval: ☒ YES ☐ NO

[Signature]
SIGNATURE

PART II: To be completed by the Department after Qualification Proposals are received and before proposal evaluation

Vendor	Quote	Comment
1.		
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10.		

DCE/Cops Approval: YES ☐ NO ☐ Signature: _____

Nassau County DPW - R7W70901 - 2013 - 2015

Project Number	WBS Number	Discription	Budget Billable	Budget Non-Billable	Approximate HRS
101		Program Wide Management			
CX	PMAL	Project Management - Billable	\$ 246,075.63	\$ -	1,580
	PMNL	Project Management - Non-Billable	\$ -	\$ 75,000.00	
	RODC1	ODC's - GREYHAWK Billable	\$ -	\$ -	-
	RODC2	ODC's - Billable	\$ 30,000.00	\$ -	
	RODC3	ODC - Move Management	\$ -	\$ -	
	RODC4	ODC - Graphics Presentation	\$ -	\$ -	
	RODC5	ODC - Extra Services/Additional Costs	\$ -	\$ -	
	NODC	ODC's - Non-Billable	\$ -	\$ 65,000.00	
102		Government Operations Center			
ALL	PMAL	Project Management - Billable	\$ 426,049.15	\$ -	2,496
	RODC1	ODC's - GREYHAWK Billable	\$ -	\$ -	-
103		Public Safety Center			
ALL	PMAL	Project Management - Billable	\$ 788,902.65	\$ -	5,078
	RODC1	ODC's - GREYHAWK Billable	\$ -	\$ -	-
	RODC	ODC's - Billable	\$ -	\$ -	
104					

COUNTY OF NASSAU

Inter-Departmental

2/28/03

PC

CLF/FS/VT

To: Office of the County Executive
Attn: Hezekiah Brown, Deputy County Executive

From: Department of Public Works

Date: February 19, 2003

Subject: Real Estate Consolidation Program
Project No: 90780
Recommendation of Award for Program Management Firm

This Department intends to procure program management services for the County Executive's Real Estate Consolidation Program. These services will provide the County with a "Global" Program Management Team to aid in the overall consolidation of County buildings and real estate into five "campuses".

Among their duties, this firm, working for the Department of Public Works (the Department) will review the County's real estate consolidation plans and make recommendations as to site planning, zoning, construction implementation and phasing of this program. The program manager will assist with the procurement of the architectural and engineering firms for the sub-projects, as well as the development of their contracts, will review and develop cost estimates, manage construction budgets and cash flow projections, and will develop and maintain a CPM (Critical Path Method) master schedule for all five campuses, including cost control reporting, identifying project milestones, and evaluating potential changes concerning budget/schedule impacts.

Additionally, the firm will develop more detailed phasing schedules for each of the five consolidation sub-projects, as well as make recommendations of methods to advance each project. They will provide constructability review and value engineering of architectural and/or engineering documents relative to each project, assist in development and submission of grant applications and a project-labor agreement, assist in community/public relations efforts, and coordinate phasing of projects to support planning for migration of employees while keeping governmental operations functional during the course of the entire project.

During construction, this firm will continue its services by monitoring each of the five projects for scheduling purposes, assisting with any problems which may arise, including disputed work, lack of progress, construction claims, delay analysis, etc.

In conformance with the Department's Request for Qualifications (RFQ) dated August 9, 2002, qualification statements were submitted by 15 nationally-recognized firms. All fifteen were reviewed and six (6) firms were chosen to be short-listed. Those six firms were issued a Request for Proposals (RFP), dated October 15, 2002. Both technical and separately sealed, cost

schedule. Although we feel Carter-Burgess over-estimated this work and we negotiated their total hours down to 40 hrs. per week, HDR only allowed 20 hrs/week, while Bovis offered a total of only 6.7 hours / week.

Finally, a major service to be provided by the program manager is budgeting and estimating. While Carter-Burgess allows 37 hours/week for this work, almost a full-time employee dedicated to this task, Bovis only provides 3.5 hours/week and HDR has no employee hours proposed.

With due consideration given to the fact that HDR and Bovis were technically rated number two (2) and three (3), and both submitted excellent proposals to earn these ratings, our analysis shows that both firms under-estimated the level of work needed to keep this immense project on the schedule outlined by the County Executive, as well as keep it within a reasonable budget, correctly phased to allow available cash to cover the project as it progresses. As such, we believe that their fee proposals do not accurately represent the level of services needed for this project.

Finally, after adjusting all of the cost proposals and comparing them in detail, the Department met with representatives of Carter & Burgess (technically rated No. 1) to discuss their fee proposal and negotiate a fee structure that was suitable to the County. As a result of this negotiation, Carter & Burgess revised their fee proposal to \$2,177,725, by letter dated February 3, 2003. This fee represents a maximum upset fee for the first 12 months of services, utilizing a manpower list with associated hourly rates and multipliers. Additionally, as a result of the negotiation, it was decided that certain manpower could not be reduced, as suggested by the County, without having a negative impact on the project. As such, the County agreed to include these services and revised its "adjusted fee schedule" as such:

<u>Firm Name:</u>	<u>Fee proposal 1-year of services</u>	<u>DPW's final adjusted fee</u>
<i>Carter-Burgess with Greyhawk NA</i>	\$3,514,635	\$2,177,725
<i>Henningson, Durham & Richardson</i>	\$1,500,396	\$1,821,657
<i>Bovis Lend Lease Inc with Roslyn Consulting</i>	\$ 886,445	\$1,894,443
<i>J.A. Jones Construction Group with Q & A and S.O.M</i>	\$2,640,441	\$2,532,550

At the end of the first year, the projects status will be re-evaluated and the maximum upset for the second year of services will be negotiated.

As such, the fee proposal submitted by Carter Burgess, as negotiated, represents a similar fee to lesser-rated firms and a reasonable cost to the County. In our professional judgment, the Carter-Burgess team, having received the highest technical rating and proposing a reasonable fee, represents the best value to the County and as such, it is the Department's recommendation that the Carter-Burgess team be retained to provide global program management services for the

LETTER OF EXTENSION For 2 Years

EDWARD P. MANGANO
COUNTY EXECUTIVE



SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

**COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723**

January 9, 2013

Mr. Richard Fennema
JE Architects/Engineering P.C.
1305 Franklin Avenue, Suite 245
Garden City, NY 11530

Re: Shared Facilities Efficiency Program
Program Management Services Agreement Extension
Contract No. B90780C

Gentlemen:

We are in receipt of your response dated December 21, 2012 regarding the County's intention to extend the above referenced agreement for Program Management services for an additional two (2) years through April 1, 2015.

We have reviewed your proposed staffing plan against the goals of the Shared Facilities Efficiency Program and feel that the staffing is appropriate to meet these goals. Therefore, your staffing plan is approved. Additionally we have reviewed your funding analysis against the County's records and concur with your projections.

Based upon our completed review we are extending your agreement for an additional two (2) year period through April 1, 2015. This extension will be funded through the reallocation of unspent funds therefore there is no change to the current agreement amount.

Should you have any questions, please do not hesitate to contact me at (516) 571-9604.

Very truly yours,

A handwritten signature in black ink, appearing to read "Shila SLE", is written over a horizontal line.

Shila Shah-Gavnaudias, P.E.
Commissioner of Public Works

SSG:RPM:ss

c: Richard P. Millet, Deputy Commissioner of Public Works
Rakhal Maitra, Deputy Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Susan Solomon, Accounting Assistant IV
Janet Duncan, Claims Section, Comptroller's Office



Jacobs Global Buildings North America
1305 Franklin Avenue, Suite 245
Garden City, NY 11530 USA
1.516.307-1320 Fax 1.516.908.3966

December 21, 2012

Ms. Shila Shah-Gavnoudias, P.E.
Commissioner
Nassau County Department of Public Works
1194 Prospect Avenue
Westbury, NY 11590-2723

**Re: Shared Facilities Efficiency Program
Program Management Services Agreement Extension
Contract No. B90780C**

Dear Commissioner Shah-Gavnoudias:

We are in receipt of the your letter dated December 20, 2012 informing JE Architects/Engineering P.C. of the County's intention to extend our current Agreement to provide Program Management Services on the Shared Facilities Efficiency Program for an additional two (2) year term through April 1, 2015.

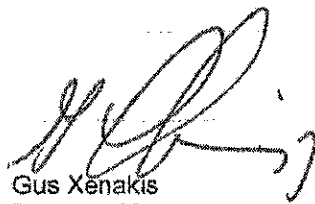
We have assessed the staffing required to ensure successful completion of the current scope of the Shared Facilities Efficiency Program. Our proposed staffing plan (see Attachment 1) provides the appropriate full time staff throughout the extension period at a cost of \$2,865,910. As the program progresses if any additional staff is required, they will be brought on board on an as needed basis within the approved level of funding.

As requested we have compared our forecast of costs against the current agreement value through the end of the current agreement period. We are currently projecting there will be approximately \$2,950,000.00 remaining in contract value (see Attachment 2), which is sufficient to support our staffing plan.

We thank you for the opportunity to continue providing Program Management services to the County on this important program.

If there is anything else you require please do not hesitate to contact me.

Sincerely,
JE Architects/Engineering P.C.



Gus Xenakis
Program Manager

Attachments

c: Richard P. Millat, Deputy Commissioner of Public Works
Vincent Mangiere, Rick Fennema, Jacobs

ATTACHMENT 1

**SHARED FACILITIES EFFICIENCY PROGRAM
TEAM NASSAU PROGRAM MANAGEMENT
NASSAU COUNTY PROPOSAL - STAFFING PLAN FOR 2013 - 2015**

	4/2/2013- 4/1/2014 - Projections				4/2/2014- 4/1/2015 - Projections				Two Year Total	
	Hourly Rate	Mult Rate	Total Hours	Total Cost	Hourly Rate	Mult Rate	Total Hours	Total Cost	Total Hours	Total Cost
Base Contract										
Program Manager	\$ 79.55	2.20	2,080	\$ 364,021	\$ 79.55	2.20	2,080	\$ 364,021	4,160	\$ 728,042
Project Manager	\$ 79.55	2.20	2,080	\$ 364,021	\$ 79.55	2.20	2,080	\$ 364,021	4,160	\$ 728,042
Budget Manager	\$ 75.23	2.20	2,080	\$ 344,274	\$ 79.00	2.20	2,080	\$ 361,487	4,160	\$ 705,761
Contract Manager/Asst. PM/Admin.	\$ 57.01	2.20	2,080	\$ 260,879	\$ 59.86	2.20	2,080	\$ 273,923	4,160	\$ 534,802
Subject Matter Experts	\$ 64.33	2.20	480	\$ 67,933	\$ 67.55	2.20	480	\$ 71,330	960	\$ 139,263
BASE CONTRACT SERVICES				\$ 1,401,128				\$ 1,434,782		\$ 2,835,910
Allowances										
Reimbursable Expenses				\$ 16,000				\$ 16,000		\$ 30,000
Allowances				\$ 15,000				\$ 15,000		\$ 30,000
TOTAL CONTRACT AMOUNT				\$ 1,416,128				\$ 1,449,782		\$ 2,865,910

ATTACHMENT 2

Shared Facilities Efficiency Program
 Jacobs
 Program Management Agreement
 Amendment #s 2 & 3 Funding Analysis

CP #	Amendment #2 (2009 - 2011)			Amendment #3 (2011 - 2013)			Total		
	Encumbered	Actual	Actual Surplus	Encumbered	Forecast	Forecasted Surplus	Encumbered	Forecast	Forecasted Surplus
90780							\$ -	\$ -	\$ -
Operating							\$ -	\$ -	\$ -
90230	\$2,651,327.00	\$2,149,632.41	\$ 501,694.59	\$ 861,230.00	\$ 280,076.76	\$ 581,153.24	\$ 3,512,557.00	\$2,429,709.17	\$1,082,847.83
90230P	\$2,933,550.00	\$1,779,098.96	\$1,154,451.14	\$1,554,922.00	\$1,324,999.87	\$ 229,922.13	\$ 4,488,472.00	\$3,104,098.73	\$1,384,373.27
90632				\$1,883,290.00	\$1,486,929.04	\$ 396,360.96	\$ 1,883,290.00	\$1,486,929.04	\$ 396,360.96
90028				\$ 694,835.00	\$ 608,417.05	\$ 86,417.95	\$ 694,835.00	\$ 608,417.05	\$ 86,417.95
	\$5,584,877.00	\$3,928,731.27	\$1,656,145.73	\$4,994,277.00	\$3,700,422.73	\$1,293,854.27	\$ 10,579,154.00	\$7,629,154.00	\$2,950,000.00

EDWARD P. MANGANO
COUNTY EXECUTIVE



SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

**COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723**

December 20, 2012

Mr. Richard Fennema
JE Architects/Engineering P.C.
1305 Franklin Avenue, Suite 245
Garden City, New York 11530

Re: Shared Facilities Efficiency Program
Program Management Services Agreement Extension
Contract No. B90780C

Dear Mr. Fennema:

Please be advised that the Nassau County Department of Public Works (NCDPW) has decided to extend the term of the above referenced agreement by two (2) years pursuant to Paragraph 1, Term, of your personal services agreement. The new expiration date shall be April 1, 2015.

The County is extremely pleased with your performance to date. Jacobs' staff is very professional, familiar with County policies and procedures and responsive to the needs of the County. Your staff is intimately familiar with the Shared Facilities Efficiency Program and we believe that by extending the term of your agreement and maintaining continuity of staff this will preserve the program's history and decision making which is the foundation of the current program. This knowledgebase is critical to successfully achieving the goals of the program.

Your agreement stipulates that the Program Manager shall respond, in writing, to this notification within thirty (30) days after receipt. That response shall include a projected staffing plan enabling you to achieve the goals of the County's Shared Facilities Efficiency Program within the current agreement funding.

Should you have any questions, please do not hesitate to contact me at (516) 571-9604.

Very truly yours,

A handwritten signature in dark ink, appearing to read "SSG", is written over the typed name.

Shila Shah-Gavnoudias, P.E.
Commissioner of Public Works

SSG:RPM:las

c: Richard P. Millet, Deputy Commissioner of Public Works
Rakhal Maitra, Deputy Commissioner of Public Works
Kenneth G. Arnold, Assistant to Commissioner of Public Works
Susan Solomon, Accounting Assistant IV
Janet Duncan, Claims Section, Comptroller's Office

AMENDMENT #3

Contract ID#: B90780C
 Incumb. #: CFPW03000007



Department: DPW

CLPW10000012

CF E-146-10

F (Capital)

Contract Details

NIFS ID #: CLPW10000012

NIFS Entry Date:

SERVICE: Global Program Management

Term: from April 2, 2011 to April 1, 2013

New <input type="checkbox"/>	Renewal <input type="checkbox"/>
Amendment #3 <input checked="" type="checkbox"/>	
Time Extension <input type="checkbox"/>	
Addl. Funds <input type="checkbox"/>	
Blanket Resolution <input type="checkbox"/>	
RES#	

1) Mandated Program:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name JE Architects/Engineers, P.C. (formerly known as Carter & Burgess Architects & Engineers, PC)	Vendor ID# 75-1246210-01
Address 1305 Franklin Avenue, Suite 245 Garden City, NY 11530	Contact Person Richard D. Fennema
	Phone 516-307-1320

County Department	
Department Contact Rakhal Maitra, P.E. Acting Deputy Commissioner of Public Works	
Address 1194 Prospect Avenue Westbury, NY 11590	
Phone 516-571-9604	

Routing Slip

DATE	DEPARTMENT	Internal Verification	SIGNATURE	APPROVAL REQUIRED
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	9/3/10 [Signature]	
	DPW (Capital Only)	CF Capital Fund Approval <input checked="" type="checkbox"/>	9/3/10 [Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	9/3/10 [Signature]	
9/3/10	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	9/3/10 [Signature]	
	County Attorney	CA Approval as to form <input type="checkbox"/>	9/3/10 [Signature]	
	Legislative Affairs	Fwd'd Original Contract to CA <input type="checkbox"/>	9/17 [Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		
	County Attorney	NIFS Approval <input type="checkbox"/>		
	Comptroller	NIFS Approval <input type="checkbox"/>	10/11/10 [Signature]	
	County Executive	Notarized & Filed with Clerk of the Leg. <input type="checkbox"/>	9/17 [Signature]	

PRCF1205 (12/05)

E-146.10

RULES RESOLUTION NO. 17 2010

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND JE
ARCHITECTS/ENGINEERS, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9/27/10
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal
services agreement with JE Architects/Engineers, P.C. for global program
management services, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
with JE Architects/Engineers, P.C.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORK
Inter-Departmental Memo

TO: Office of the County Executive
Attn: Rob Walker, Chief Deputy County Executive

FROM: Shila Shah-Gavnoudias, Commissioner

DATE: August 5, 2010

SUBJECT: Real Estate Consolidation Program
Recommendation to Extend Professional Services Agreement with
JE Architects/Engineers P.C. (formerly known as Carter & Burgess)
for Program Management Services
Agreement No.: B90780C
Encumbrance No.: CFPW03000007
Capital Project Nos. 90028, 90230, 90230P, 90632

In April 2003, the Nassau County Legislature passed a resolution allowing the County Executive to enter into an Agreement with JE Architects/Engineers P.C. (formerly known as Carter & Burgess) to provide the above-referenced services. In April 2004, the Nassau County Legislature passed a resolution allowing the County Executive to extend the agreement with JE Architects/Engineers P.C. (formerly known as Carter & Burgess) (JE) for a second year. An executed contract dated May 11, 2005 extended the agreement with JE for two (2) years (through March 31, 2007) fulfilling the initial schedule of the original agreement. In April 2007 the Nassau County Legislature passed Amendment No. 1 extending the agreement with JE for an additional two (2) years through April 1, 2009. In January 2009 the Nassau County Legislature passed Amendment No. 2 extending the agreement with JE for an additional two (2) years through April 1, 2011.

During the recent two (2) years, JE provided Program Management Services for all Building Consolidation Program projects and sub-projects. These services include, but are not limited to, making recommendation as to site planning, design documents, value-engineering, construction implementation and phasing of this Program. The program management team also assisted with the preparation of RFQs/RFPs and other agreement/contract documentation to procure Architectural/Engineering firms, reviewed and developed cost estimates and cash flow projections, and developed and maintained a CPM (Critical Path Method) master schedule for all projects, including evaluating potential changes concerning budget/schedule impacts. Additionally, JE provided constructability review of engineering plans and specifications, assisted with SEQRA-related issues and with migration of County employees and assets to permanent or swing space locations.

With their assistance, the Building Consolidation Program has progressed significantly. Some of the recent achievements include:

Old Courthouse Restoration & Rehabilitation

- Completion of the Old Courthouse Reconstruction & Restoration
- Coordination of the closeout process for the Old Courthouse Reconstruction & Restoration

Police & Fire Communication Center

- Substantial completion of the new Public Safety Center Phase I construction
- Award of the Phase II construction contracts for Architectural and Structural Modifications
- Management of Phase II construction including oversight of the architect, construction manager and seven prime construction contracts



Office of the County Executive

August 5, 2010

Page 3

Subject: Real Estate Consolidation Program
Recommended to Extend Professional Services Agreement with
JE Architects/Engineers P.C. (formerly known as Carter & Burgess)
for Program Management Services
Agreement No.: B90780C
Encumbrance No.: CFPW03000007
Capital Project Nos. 90028, 90230, 90230P, 90632

Family and Matrimonial Court

- Ongoing coordination of the design review process with the State Office of Court Administration
- Administer the construction of the Family and Matrimonial Court

Correctional Center

- Master Planning & Preliminary Design Management
- Administer the renovation of the Correctional Center

Juvenile Detention Center

- Planning and Design Management for the renovation of the Juvenile Detention Center
- Administer the renovation of the Juvenile Detention Center

The JE team has built an extensive knowledge base of County policies, processes and financial systems becoming an invaluable resource in the process especially considering the loss of institutional knowledge as a result of the reduction in Department staff through retirement.

In our professional judgment, the JE team, having performed satisfactorily to date, and proposing reasonable fees for the additional years, represents the best value to the County and as such, it is the Department's recommendation that the JE Architects/Engineers P.C. (formerly known as Carter & Burgess) Agreement be extended by amendment for two additional years.

Funding for these professional services is available in Capital Project Nos. 90028, 90230, 90230P and 90632. In accordance with procedural guidelines, CSEA will be notified of this proposed Agreement extension.

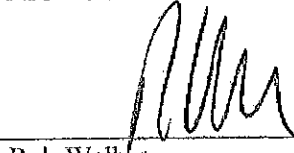


Shila Shah-Gaynoudias, P.E.
Commissioner

SSG:RM:gx

c: Rob Walker, Chief Deputy County Executive
Rakhal Maitra, Acting Deputy Commissioner
Carl Schroeter, Director of Real Estate Planning and Development

APPROVED:



Rob Walker
Chief Deputy County Executive

9/1/10

Date

DISAPPROVED:

Rob Walker
Chief Deputy County Executive

Date

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on April 1, 2003. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into as a result of an RFP, a qualification-based rating system in accordance with established DPW procedures. Detailed procurement is outlined in a February 19, 2003 memo to Deputy County Executive.

Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

REQUEST TO INITIATE REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

NOTE: A proposal by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC.

☐ RFQ ☒ RFP ☐ RFBC

Department: Dept. of Public Works - Division of Engineering Date: November 12, 2008

Service Requested: An amendment to an existing contract for Global Program Management Services for the Nassau County Real Estate Consolidation Program

Justification: The term of the Carter & Burgess, Inc. contract has been completed and the Department wishes to extend the firm's services through this amendment

Estimated Range: \$5,584,877 Date RFQ/RFP/RFBC Due: December 2008

Department Head Approval:

☒ YES ☐ NO

R. J. [Signature]
SIGNATURE

DCE/Vertical Approval:

☒ YES ☐ NO

[Signature]
SIGNATURE

DCE/ops Approval:

☒ YES ☐ NO

W. [Signature]
SIGNATURE

NOTE: The following table is to be completed by the Department after Qualification/Proposal/Contract award. The Department is to provide a copy of this table to the County Executive's Office.

Vendor	Quote	Comments
1.		
2.		
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DCE/ops Approval:
If DCE/ops

YES ☐ NO ☐

Signature: _____

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: JE Architects/Engineers P.C. (formerly known as Carter & Burgess, Architect/Engineers, P.C.)

Address: 1305 Franklin Avenue, Suite 245

City and State: Garden City, NY Zip Code 11530

2. Firm's Vendor Identification Number: 75-1246210

3. Type of Business: _____ Public Corp. X Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Charles W. Nixon - Director

J. Russell Laird Jr. - Director

Charles W. Nixon - President and Chief Executive Officer

Read L. Ballew - Vice President

Patrick S. Gallagher - Vice President

J. Russell Laird Jr. - Vice President

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section). (attach additional sheet (s) if necessary).

Charles W. Nixon - 50%

J. Russell Laird Jr. - 50%

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

On November 2, 2007 Jacobs Engineering Group Inc. acquired the Carter Burgess organization.

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 16 July 2010

Signed: Charles W. Nixon

Print Name: Charles W. Nixon

Title: President and Chief Executive Chief

Effective as of the date hereof, the Prior Agreements are and shall be modified and amended as follows:

2.1 Term Extension. The term of the Prior Agreements shall be extended by two (2) years, so that the termination date of the Prior Agreements as amended by this 3rd Amendment shall be April 1, 2013.

2.2 Services Provided as Allowances. Section 2.2 of the Prior Agreement, as amended by the 1st Amendment and 2nd Amendment, is deleted in its entirety and the following is hereby substituted in its place and stead:

“2.2 Services Provided As Allowances

(a) The Program Manager shall provide, or shall retain a Special Consultant to provide, comprehensive Move Management Services for the relocation of Nassau County employees and property associated with the Building Consolidation Program. Deliverables shall include, but not be limited to, the following:

- Move specifications
- Move services contact directory
- Justification/recommendations for move companies and contractors selected
- Move schedule
- Move budget
- Meeting minutes
- Furniture inventory
- Furniture layout – interim offices
- Interim signage
- Move report / punchlist

Compensation for Move Management Services is not to exceed the \$200,000 Allowance, for the term of the Amendment, provided for under the maximum upset fee herein.

(b) The Program Manager shall provide, or shall retain a sub-consultant to provide, Graphics/Presentation/CADD Support including, but not limited to, the following:

- Photos
- Posters
- Charts and graphs
- Drawings
- Printing Services

technical capacity in the project, in the same manner as any other employee of the Program Manager engaged in the performance of the same technical services. This is to be certified with payment requisitions. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed One Hundred Seventy-Five dollars (\$175.00) per hour, for technical personnel or principals (approved staffing plan attached herein as Appendix A).

(d-2) A \$15,000 Allowance per Agreement year (\$30,000 total) is included in the maximum upset amount to compensate for allowable reimbursable expenses as listed herein (paragraph 2.4 Reimbursable Expenses). At the termination of the Agreement, any unused balance shall be retained by the County.

(d-3) A \$100,000 Allowance per Agreement year (\$200,000 total) is included in the maximum upset amount to compensate for Move Management Services as described in paragraph 2.2a

(d-4) A \$20,000 Allowance per Agreement year (\$40,000 total) is included in the maximum upset amount to compensate for Graphics/Presentation/CADD Services as described in paragraph 2.2b.

(d-5) A \$100,000 Allowance per Agreement year (\$200,000 total) is included in the maximum upset amount to compensate for Extra Services or Additional Costs as described in paragraph 2.3.

(d-6) Additional Agreement Years. Funding for Additional Agreement Years is in the sole and absolute discretion of the County. If funds are available and the County elects to fund this Agreement for additional Agreement Years, a new maximum upset fee will be negotiated based on an estimation of the services required, the wage rate schedule and multiplier as agreed to by both parties. After the Final Agreement Years of service have elapsed, this Agreement may be extended, on a yearly basis at terms agreeable to all parties. The maximum upset fee for each additional year will be based on an estimation of the services required, the wage rate schedule, and the multiplier, as agreed to by both parties.

(d-7) Premium pay for County authorized overtime, over and above the straight hourly rate, shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the applicable multiplier times the straight hourly rate, plus the actual premium overtime cost incurred.

(d-8) Maximum Hourly Wage Rate Schedule – Attached to this Agreement is Appendix A entitled "Staffing Plan" listing the various job titles of the personnel to be used on this project, and the maximum hourly wage rate currently in effect for each such job title. Said schedule shall be deemed to be

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix "L", and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate."

(b) The certification of compliance in connection with the Living Wage Law referenced above is attached hereto and hereby made a part hereof as Appendix "L" and shall be inserted into the Prior Agreement as Appendix "L."

2.6 Staffing Plans – Appendix "A" The Staffing Plan identified as Appendix "A" in the Prior Agreement, as amended by the 2nd Amendment, is deleted in its entirety and Appendix "A" attached hereto and hereby made a part hereof is substituted in its place and stead.

ARTICLE III Ratification

3. Ratification. The parties to this 3rd Amendment hereby ratify and confirm all of the terms, covenants and conditions of the Prior Agreements, except to the extent that those terms, covenants and conditions are amended, modified or varied by this 3rd Amendment. If there is a conflict between the provisions of the Prior Agreements and the provisions of this 3rd Amendment, the provisions of this 3rd Amendment shall control. This 3rd Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.

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STATE OF NEW YORK }
COUNTY OF NASSAU } ss.:

On the 21 day of October in the year 2010 before me personally came Richard R Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

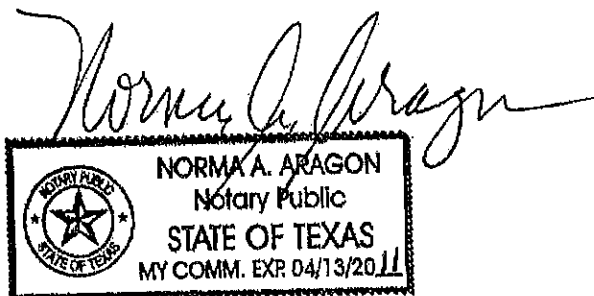
Doreen R. Pennica
NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2011

STATE OF NEW YORK }
COUNTY OF NASSAU } ss.:

On the 16th day of July in the year 2010 before me personally came Charles W. Nixon to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Tarrant, TX; that he or she is the PRESIDENT of JE Architects/Engineers, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The managing principal of the Proposer/Bidder is:

JE Architects/Engineers, P.C. (Name)

1305 Franklin Avenue, Suite 245, Garden City, NY 11530 (Address)

(516) 908-3966 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has ✓ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 2003 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Public Works, having its principal office at 1550 Franklin Avenue, Mineola, NY, 11501 (the "Department"), and (ii) Carter & Burgess Architects/Engineers, PC, a New York State Professional Corporation, having its principal office at 37 West 39th St., New York, NY, 10018, a related entity of Carter & Burgess Inc. (the "Program Manager").

WITNESSETH:

WHEREAS, The County, in order to provide efficiencies in support services and human resources for its constituencies, and provide more efficient and adaptable work environments for its employees, will be developing five separate "County complexes" to consolidate and improve county operations and align the County Departments according to the County's new vertical organizational structure (referred to herein as the "Building Consolidation Program").

WHEREAS, on October 15, 2002, the County published a request for proposals for global program management services for the Building Consolidation Program (the "Project" or "Agreement Services").

WHEREAS, in response to the County's RFP, the Program Manager submitted a Technical Proposal dated November 4, 2002 ("Program Manager's Proposal"), and the County has selected the Program Manager to perform the Agreement Services;

WHEREAS, the Program Manager will work under the direct supervision of the Department in providing the services as described in paragraph 2 of this Agreement ("Agreement Services");

WHEREAS, the Program Manager represents that it is well-qualified, experienced, and adequately staffed to provide the Agreement Services; and

WHEREAS, the County desires to hire the Program Manager to perform the Agreement Services; and

WHEREAS, the Program Manager desires to perform the Agreement Services; and

WHEREAS, this is a personal services contract within the intent and purview of Section 2206 of the Nassau county Charter.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

The recitals set forth above constitute the representations and certifications in the Program Manager's Proposal are true and correct and made part hereof;

LEGISLATURE
NASSAU COUNTY

(d) Consideration. First Agreement Year. The maximum upset amount that the County shall pay the Program Manager as full consideration for the Services provided under this Agreement (the "Maximum Amount") shall be two million, two hundred and sixty-two thousand, seven hundred and twenty-five dollars (\$2,262,725.00) as follows:

(d-1) \$2,162,725 will be the maximum compensation for all services listed above and will be equal to an approved multiplier of 2.55 times the actual salaries or compensation paid by the Program Manager to all personnel for the work performed by them directly related to the project assigned, exclusive of insurance, payroll taxes, and all other fringe benefits. The Program Manager shall be compensated for services performed by principals of the Program Manager while engaged in a technical capacity in the project, in the same manner as any other employee of the Program Manager engaged in the performance of the same technical services. This is to be certified with payment requisitions. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed One Hundred Fifty dollars (\$150.00) per hour, for technical personnel or principals (approved staffing plan attached herein as Appendix B).

(d-2) A \$50,000 allowance is included to compensate for allowable reimburseable expenses as listed herein.

(d-3) The balance of \$50,000 is an allowance to compensate the Program Manager for consulting services, if needed, related specifically to the County's database upgrade. This represents the maximum compensation for these services and will be compensated on the same basis as Item d-1 above.

(d-4) Upon approval of this Agreement and commencement of referenced services, the Program Manager will be entitled to submit a claim voucher for \$150,000 for mobilization costs. This is included in the maximum upset fee of \$2,262,725 above and does not represent an increase in the Program Manager's fee. Payment of such will be in accordance with Paragraph 3 herein.

(d-5) Additional Agreement Years. Funding for Additional Agreement Years is in the sole and absolute discretion of the County. If funds are available and the County elects to fund this Agreement for a second Agreement Year, a new maximum upset fee will be negotiated based on an estimation of the services required, the wage rate schedule and multiplier as agreed to by both parties. After the two (2) years of service has elapsed, the project Agreement may be extended, on a yearly basis, for an additional two (2) years, for a possible total term of four (4) years, at terms agreeable to all parties. The maximum upset fee for each additional year will be based on an estimation of the services required, the wage rate schedule, and the multiplier, as agreed to by both parties.

(d-6) Premium pay for County authorized overtime, over and above the straight hourly rate, shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the applicable multiplier times the straight hourly rate, plus the actual premium overtime cost incurred.

or omissions of the Program Manager or a Program Manager Agent, regardless of whether taken pursuant to or authorized by this Agreement, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.

(b) The Program Manager shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Program Manager's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Program Manager shall pay and satisfy any judgment, decree, loss or settlement in connection therewith. The foregoing defend obligation shall be fully satisfied by naming the Indemnified Parties as additional insureds under the Program Manager's Commercial General Liability policy.

(c) The Program Manager shall, and shall cause Program Manager Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding.

(d) The provisions of this Section shall survive the termination of this Agreement.

13. Insurance. (a) Types and Amounts. The Program Manager shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Program Manager's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Program Manager pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Program Manager shall be solely responsible for the payment of all deductibles to which such policies are subject. The Program Manager shall require any sub-consultant or special consultant hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Program Manager under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Program Manager shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Program Manager shall cause all insurance to remain

agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

23. Administrative Service Charge. The Program Manager agrees to pay the County an administrative service charge of *five hundred* dollars (\$500.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Program Manager upon signing this Agreement.

24. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained for the execution of this Agreement, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

Appendix EE - Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Program Manager (as defined below) shall comply with all federal, state and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts (as defined below) and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Program Manager shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Program Manager will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Program Manager shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will cooperate in the implementation of the Program Manager's obligations herein.

(c) The Program Manager shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Program Manager shall make its best efforts to solicit active participation by "Certified business" enterprises (as defined in Section 101 of Local Law No. 14-2002).

(e) The Program Manager shall be bound by the provisions of Section 109 of Local Law No. 14-2002 (entitled "Enforcement").

(f) The Program Manager shall include the provisions of (a) through (e) above in every subcontract providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000) for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Program Manager.

The provisions of (a) through (f) above do not apply to: (i) work, goods or services unrelated to the County Contract, or (ii) employment or employment related activities outside of the County.

AMENDMENT #2

CLPW09000003

Contract ID#: B90780C
Encumb. #: CFPW03000007

Department: DPW

E-02-09
CF**CF (Capital)****Contract Details**

SERVICE: Global Program Management

NIFS ID #: CLPW09000003 NIFS Entry Date: Term: from April 2, 2009 to April 1, 2011

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment #2 <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department	
Name	Vendor ID#	Department Contact	
JE Architects/Engineers, P.C. (formerly known as Carter & Burgess Architects & Engineers, PC)	75-1246210-01	Joseph L. Davenport, Deputy Commissioner	
Address	Contact Person	Address	
575 Eighth Avenue, 15 th Floor New York, NY 10018	Richard D. Fennema	1194 Prospect Avenue Westbury, NY 11590	
	Phone	Phone	
	212-613-4700	516-571-9608	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/>	11/12	R. R.	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	11/20	Joe J. Lynch	
	OMB	NIFS Approval <input type="checkbox"/>	12/8/08	Anthony...	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
12/10/08	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/10/08	G. L...	
	County Attorney	CA Approval as to form <input type="checkbox"/>	12/10/08	ST2	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	12/16/08	Chao...	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	1/14/09	El...	
	Comptroller	NIFS Approval <input type="checkbox"/>	3/31/09	C. O. Palmer	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	4-3-09	IRB	

E-2.09

RULES RESOLUTION NO. 10-2009

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND JE ARCHITECTS/ENGINEERS, P.C.

WHEREAS, the County has negotiated an amendment to a personal services agreement with JE Architects / Engineers, P.C., for global program management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with JE Architects/Engineers, P.C.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on JAN 12 2009
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

REQUEST TO INITIATE REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFPP/RFBC

☐ RFQ ☒ RFP ☐ RFBC

Department: Dept of Public Works - Division of Engineering Date: November 12, 2008

Service Requested: An amendment to an existing contract for Global Program Management Services for the Nassau County Real Estate Consolidation Program

Justification: The term of the Carter & Burgess, Inc. contract has been completed and the Department wishes to extend the firm's services through this amendment.

Estimate Range: \$5,000,000 Date RFQ/RFPP/RFBC Due: December 2008

Department Head Approval: ☒ YES ☐ NO

DCI/Vertical Approval: ☒ YES ☐ NO

DCI/Dept Approval: ☒ YES ☐ NO

[Signature]
SIGNATURE
[Signature]
SIGNATURE
[Signature]
SIGNATURE

PART II: To be submitted to the Deputy County Executive for Operations after Qualifications/Proposals/Contracts are received from responding vendor.

Vendor	Quote	Comment
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

DCI/Dept Approval: YES ☐ NO ☐ Signature: _____

Effective as of the date hereof, the Prior Agreements are and shall be modified and amended as follows:

2.1 Term Extension. The term of the Prior Agreements shall be extended by two (2) years, so that the termination date of the Prior Agreements as amended by this 2nd Amendment shall be April 1, 2011.

2.2 Services Provided as Allowances. Section 2.2 of the Prior Agreement, as amended by the 1st Amendment, is deleted in its entirety and the following is hereby substituted in its place and stead:

“2.2 Services Provided As Allowances

(a) The Program Manager shall provide, or shall retain a Special Consultant to provide, comprehensive Move Management Services for the relocation of Nassau County employees and property associated with the Building Consolidation Program. Deliverables shall include, but not be limited to, the following:

- Move specifications
- Move services contact directory
- Justification/recommendations for move companies and contractors selected
- Move schedule
- Move budget
- Meeting minutes
- Furniture inventory
- Furniture layout – interim offices
- Interim signage
- Move report / punchlist

Compensation for Move Management Services is not to exceed the \$100,000 Allowance provided for under the maximum upset fee herein.

(b) The Program Manager shall provide, or shall retain a sub-consultant to provide, Graphics/Presentation/CADD Support including, but not limited to, the following:

- Photos
- Posters
- Charts and graphs
- Drawings
- Printing Services

Manager engaged in the performance of the same technical services. This is to be certified with payment requisitions. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed One Hundred Seventy-Five dollars (\$175.00) per hour, for technical personnel or principals (approved staffing plan attached herein as Appendix A).

(d-2) A \$15,000 Allowance per Agreement year (\$30,000 total) is included in the maximum upset amount to compensate for allowable reimbursable expenses as listed herein (paragraph 2.4 Reimbursable Expenses). At the termination of the Agreement, any unused balance shall be retained by the County.

(d-3) A \$50,000 Allowance per Agreement year (\$100,000 total) is included in the maximum upset amount to compensate for Move Management Services as described in paragraph 2.2a

(d-4) A \$20,000 Allowance per Agreement year (\$40,000 total) is included in the maximum upset amount to compensate for Graphics/Presentation/CADD Services as described in paragraph 2.2b.

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(d-7) Premium pay for County authorized overtime, over and above the straight hourly rate, shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the applicable multiplier times the straight hourly rate, plus the actual premium overtime cost incurred.

(d-8) Maximum Hourly Wage Rate Schedule – Attached to this Agreement is Appendix A entitled "Staffing Plan" listing the various job titles of the personnel to be used on this project, and the maximum hourly wage rate currently in effect for each such job title. Said schedule shall be deemed to be a part of this Agreement. In no event shall an employee's wage rate exceed

(iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix "L", and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate."

(b) The certification of compliance in connection with the Living Wage Law referenced above is attached hereto and hereby made a part hereof as Appendix "L" and shall be inserted into the Prior Agreement as Appendix "L."

2.6 Staffing Plans – Appendix "A" The Staffing Plan identified as Appendix "A" in the Prior Agreement, as amended by the 1st Amendment, is deleted in its entirety and Appendix "A" attached hereto and hereby made a part hereof is substituted in its place and stead.

ARTICLE III Ratification

3. Ratification. The parties to this 2nd Amendment hereby ratify and confirm all of the terms, covenants and conditions of the Prior Agreements, except to the extent that those terms, covenants and conditions are amended, modified or varied by this 2nd Amendment. If there is a conflict between the provisions of the Prior Agreements and the provisions of this 2nd Amendment, the provisions of this 2nd Amendment shall control. This 2nd Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

STATE OF NEW YORK }
COUNTY OF NASSAU } ss.:

On the 3 day of April in the year 2009 before me personally came Jan Siegel to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

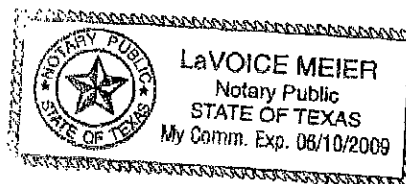
James G. Collins
NOTARY PUBLIC
JAMES G. COLLINS
NOTARY PUBLIC, State of New York
No. 4381903
Qualified in Nassau County
Commission Expires Dec. 29, 2010

STATE OF NEW YORK }
COUNTY OF NASSAU } ss.:

On the 5th day of November in the year 2008 before me personally came Charles W. Nixon to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Tarrant, TX; that he or she is the PRESIDENT of JE Architects/Engineers, P.C., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

LaVoice Meier



Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The managing principal of the Proposer/Bidder is:

JE Architects/Engineers, P.C. (Name)

575 Eighth Avenue, 15th Floor, New York, NY 10018 (Address)

(212) 613-4700 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has ✓ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

Howard S. Weitzman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: **JE Architects / Engineers, P.C.**
(formerly known as Carter & Burgess Architects & Engineers, PC)

CONTRACTOR ADDRESS: 575 Eighth Avenue, 15th Floor, NYC, NY 10018

FEDERAL TAX ID #: 75-1246210

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.


VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

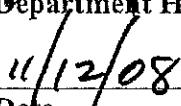
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature


Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: JE Architects/Engineers, P.C. formerly known as Carter & Burgess, Architect/Engineers, P.C.

Address: 575 Eighth Avenue, 15th Floor

City and State: New York, NY Zip Code 10018

2. Firm's Vendor Identification Number: 75-1246210

3. Type of Business: _____ Public Corp. X Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. _____ Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Charles W. Nixon-Director-

J. Russell Laird Jr-Director

Charles W. Nixon-President and Chief Executive Officer

Read L. Ballew-Vice President

Patrick S. Gallagher-Vice President

J. Russel laird, Jr.-Vice President and Secretary

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

Charles W. Nixon-50%

J. Russell Laird Jr-50%

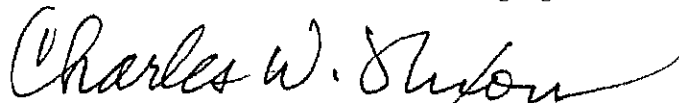
6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

* On November 2, 2007 Jacobs Engineering Group Inc. acquired the Carter & Burgess Inc. a related entity of JE Architects/Engineers, PC (formerly known as Carter & Burgess, Architect/Engineers, P.C.)

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: 9/29/08 _____

Signed: _____



Print Name: Charles W. Nixon _____

Title: President and Chief Executive Officer _____

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

=====

ENTITY NAME: JE ARCHITECTS/ENGINEERS, P.C.

DOCUMENT TYPE: CANCELLATION OF RESERVATION (FOR-BUS)

=====

FILED:09/17/2008 DURATION:***** CASH#:080917000260 FILM #:080917000240

FILER:

JE ARCHITECTS/ENGINEERS, P.C.
C/O JUSTIN A. HOOVER
777 MAIN STREET, SUITE 1100
FORT WORTH, TX 76102

ADDRESS FOR PROCESS:

REGISTERED AGENT:

** SUBMIT RECEIPT WHEN FILING CERTIFICATE **

APPLICANT NAME : JE ARCHITECTS/ENGINEERS, P.C.

=====

SERVICE COMPANY: CT CORPORATION SYSTEM - 07

SERVICE CODE: 07

FEEs 170.00

FILING 20.00
TAX 0.00
CERT 0.00
COPIES 0.00
HANDLING 150.00

PAYMENTS 170.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 170.00
OPAL 0.00
REFUND 0.00

=====

7356493MC

DOS-1025 (04/2007)

COUNTY OF NASSAU

Inter-Departmental Memo

TO: Office of the County Executive
Att: Ian R. Siegel, Deputy County Executive

FROM: Department of Public Works

DATE: October 29, 2008

SUBJECT: Real Estate Consolidation Program
Recommendation to Extend Professional Services Agreement with
JE Architects/Engineers P.C. (formerly known as Carter & Burgess)
for Program Management Services
Agreement No.: B90780C
Encumbrance No.: CFPW03000007
Capital Project No. 90230

In April 2003, the Nassau County Legislature passed a resolution allowing the County Executive to enter into an Agreement with JE Architects/Engineers P.C. (formerly known as Carter & Burgess) to provide the above-referenced services. That resolution limited the term of the Agreement to one-year, with provision for extensions to the Agreement for up to four (4) years. In April 2004, the Nassau County Legislature passed a resolution allowing the County Executive to extend the agreement with JE Architects/Engineers P.C. (formerly known as Carter & Burgess) for a second year. An executed contract dated May 11, 2005 extended the agreement with JE Architects/Engineers P.C. (formerly known as Carter & Burgess) for two (2) years (through March 31, 2007) fulfilling the initial schedule of the original agreement. In April 2007 the Nassau County Legislature passed Amendment No. 1 extending the agreement with JE Architects/Engineers P.C. (formerly known as Carter & Burgess) for an additional two (2) years through April 1, 2009.

During the recent two (2) years (Years 5 and 6 of the Agreement), JE Architects/Engineers P.C. (formerly known as Carter & Burgess) (JE) provided Program Management Services for all Building Consolidation Program projects and sub-projects. These services include, but are not limited to, making recommendation as to site planning, design documents, value-engineering, construction implementation and phasing of this Program. The program management team also assisted with the preparation of RFQs/RFPs and other agreement/contract documentation to procure Architectural/Engineering firms, reviewed and developed cost estimates and cash flow projections, and developed and maintained a CPM (Critical Path Method) master schedule for all projects, including evaluating potential changes concerning budget/schedule impacts. Additionally, JE provided constructability review of engineering plans and specs, assisted with SEQRA-related issues and with migration of County employees and assets to permanent or swing space locations.

With their assistance, the Building Consolidation Program has progressed significantly. Some of the recent achievements include:

Old Courthouse Restoration & Rehabilitation

- Completion of the Old Courthouse Reconstruction & Restoration
- Coordination of the closeout process for the Old Courthouse Reconstruction & Restoration

Police & Fire Communication Center

- Award of the Phase I construction contracts for the creation of the new Public Safety Center
- Ongoing management of the new Public Safety Center Phase I construction
- Award of the Phase II construction contracts for Architectural and Structural Modifications



Office of the County Executive

October 29, 2008

Page 2

Subject: Real Estate Consolidation Program
Recommended to Extend Professional Services Agreement with
JE Architects/Engineers P.C. (formerly known as Carter & Burgess)
for Program Management Services
Agreement No.: B90780C
Encumbrance No.: CFPW03000007
Capital Project No. 90230

In our professional judgment, the JE team, having satisfactorily completed six years of services, and proposing reasonable fees for the additional years, represents the best value to the County and as such, it is the Department's recommendation that the JE Architects/Engineers P.C. (formerly known as Carter & Burgess) Agreement be extended by amendment for two additional years.

Funding for these professional services is available in Capital Project No. 90230. In accordance with procedural guidelines, CSEA will be notified of this proposed Agreement extension.



Raymond A. Ribeiro, P.E.
Commissioner

RAR:JLD:dp

c: Ian R. Siegel, Deputy County Executive
Joseph L. Davenport, Deputy Commissioner
Dermot Kelly, Director of Real Estate Planning and Development

APPROVED: _____


Ian R. Siegel
Deputy County Executive

DISAPPROVED: _____

DCL#

Paragraph

of the Certificate of Incorporation relating to

is hereby amended to read in its entirety as follows:

FOURTH: The certificate of amendment was authorized by: *(Check the appropriate box)*

☐ The vote of the board of directors followed by a vote of a majority of all outstanding shares entitled to vote thereon at a meeting of shareholders.

☒ The vote of the board of directors followed by the unanimous written consent of the holders of all outstanding shares.

Charles W. Nixon
(Signature)

Charles W. Nixon
(Name of Signer)

President and CEO
(Title of Signer)

ALLEN LIGHT #1

Contract ID#: 890780C

CLPW0300007

CF (Capital)



CLPW07000004

Department: DPW

E-84-07
CF

Contract Details

NIFS ID #: CLPW07000004 NIFS Entry Date: Term: April 2, 2007 to April 1, 2009

SERVICE: Global Program Management svcs

(Two yr. extension)

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor	
Name Carter & Burgess Architects & Engineers, PC	Vendor ID# 75-1246210 ~ 01
Address 575 Eighth Avenue New York, NY 10018	Contact Person Michael J. Giaramita
	Phone 212-613-4700

County Department
Department Contact Carol Lynn Friedman, Head, DPW Architectural Design Unit
Address 1194 Prospect Avenue Westbury, NY 11590
Phone 516-571-6803

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	5/7	R. J. P.	
	DPW (Capital Only)	CF Capital Fund Approval		Carol Lynn Friedman	
5/11/07	OMB	NIFS Approval	5/11/07	Carol Lynn Friedman	YES <input type="checkbox"/> NO <input type="checkbox"/> Not required if Blanket Res.
5/10/07	County Attorney	CA RE & Insurance Verification	5/10/07	M. J. Giaramita	
	County Attorney	CA Approval as to form	5/10/07	R. J. P.	YES <input type="checkbox"/> NO <input type="checkbox"/>
5/10/07	Legislative Affairs	Fw'd Original Contract to CA	5/10/07	Carol Lynn Friedman	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval	6/6	El H. Ch	
	Comptroller	NIFS Approval	6/12/07	Carol Lynn Friedman	
	County Executive	Notarization Filed with Clerk of the Leg.	6/12/07	Carol Lynn Friedman	

E-84-07

RULES RESOLUTION NO 119 2007

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND CARTER
& BURGESS ARCHITECTS/ENGINEERS, PC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on JUN 4 - 2007
VOTING:
ayes 9 nays 0 abstained 0 recused 0
Legislators present: 9

WHEREAS, the County on behalf of the Department of Public Works, has negotiated an amendment to a personal services agreement with Carter & Burgess Architects/Engineers, PC for program management services in relation to the Nassau County Building Consolidation Program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement amendment with Carter & Burgess Architects/Engineers, PC.

2.2 Services Provided as Allowances. Section 2.2 of the Prior Agreement is deleted in its entirety and the following is hereby substituted in its place and stead:

“2.2 Services Provided As Allowances

(a) The Program Manager shall provide, or shall retain a Special Consultant to provide, comprehensive Move Management Services for the relocation of Nassau County employees and property associated with the Building Consolidation Program. Deliverables shall include, but not be limited to, the following:

- Move specifications
- Move services contact directory
- Justification/recommendations for move companies and contractors selected
- Move schedule
- Move budget
- Meeting minutes
- Furniture inventory
- Furniture layout -- interim offices
- Interim signage
- Move report / punchlist

Compensation for Move Management Services is not to exceed the \$200,000 Allowance provided for under the maximum upset fee herein.

(b) The Program Manager shall provide, or shall retain a sub-consultant to provide, Graphics/Presentation/CADD Support including, but not limited to, the following:

- Photos
- Posters
- Charts and graphs
- Drawings
- Printing Services

Compensation for this item is not to exceed the \$40,000 Allowance provided for under the maximum upset fee herein.”

2.3 Services Provided as Extra Services or Additional Costs. Section 2.3 of the Prior Agreement is deleted in its entirety and the following is hereby substituted in its place and stead:

reimbursable expenses as listed herein (paragraph 2.4 Reimbursable Expenses). At the termination of the Agreement, any unused balance shall be retained by the County.

(d-3) A \$100,000 Allowance per Agreement year (\$200,000 total) is included in the maximum upset amount to compensate for Move Management Services as described in paragraph 2.2a

(d-4) A \$20,000 Allowance per Agreement year (\$40,000 total) is included in the maximum upset amount to compensate for Graphics/Presentation/CADD Services as described in paragraph 2.2b.

(d-5) A \$100,000 Allowance per Agreement year (\$200,000 total) is included in the maximum upset amount to compensate for Extra Services or Additional Costs as described in paragraph 2.3.

(d-6) Additional Agreement Years. Funding for Additional Agreement Years is in the sole and absolute discretion of the County. If funds are available and the County elects to fund this Agreement for a seventh Agreement Year, a new maximum upset fee will be negotiated based on an estimation of the services required, the wage rate schedule and multiplier as agreed to by both parties. After the Final Agreement Years of service has elapsed, the project Agreement may be extended, on a yearly basis at terms agreeable to all parties. The maximum upset fee for each additional year will be based on an estimation of the services required, the wage rate schedule, and the multiplier, as agreed to by both parties.

(d-7) Premium pay for County authorized overtime, over and above the straight hourly rate, shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the applicable multiplier times the straight hourly rate, plus the actual premium overtime cost incurred.

(d-8) Maximum Hourly Wage Rate Schedule – Attached to this Agreement is Appendix A entitled "Staffing Plan" listing the various job titles of the personnel to be used on this project, and the maximum hourly wage rate currently in effect for each such job title. Said schedule shall be deemed to be a part of this Agreement. In no event shall an employee's wage rate exceed the maximum rate for his classification. Modifications to the Staffing Plan may be requested annually by the Program Manager, and shall be subject to the prior written approval of the Commissioner. Upon the approval of the Commissioner, the modified Maximum Staffing Plan shall be considered a part of this Agreement.

(d-9) Before commencing the work, the Program Manager will submit, if not already on file with the Department and approved by the Commissioner,

required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate."

(b) The certification of compliance in connection with the Living Wage Law referenced above is attached hereto and hereby made a part hereof as Appendix "L" and shall be inserted into the Prior Agreement as Appendix "L."

2.6 Staffing Plans – Appendix "A" The Staffing Plan identified as Appendix "A" in the Prior Agreement is deleted in its entirety and Appendix "A" attached hereto and hereby made a part hereof is substituted in its place and stead.

ARTICLE III Ratification

3. Ratification. The parties to this Amendment hereby ratify and confirm all of the terms, covenants and conditions of the Prior Agreement, except to the extent that those terms, covenants and conditions are amended, modified or varied by this Amendment. If there is a conflict between the provisions of the Prior Agreement and the provisions of this Amendment, the provisions of this Amendment shall control. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

COUNTY OF NASSAU)

On the 5 day of April in the year 2007 before me personally came Michael Giaramita to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

My Commission Expires November 21, 2009

COUNTY OF NASSAU)

On the 17 day of April in the year 2007 before me personally came Retha Derbani to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the DCE of County of Nassau, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Commission Expires Dec. 29, 2010

Appendix "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The managing principal of the Proposer/Bidder is:

Michael J. Giaramita (Name)
Carter & Burgess Architects/Engineers, P.C.
575 Eighth Avenue, 15th Floor, New York, NY 10018 (Address)
(212) 613-4700 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.
3. In the past five years, Proposer/Bidder has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has ✓ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

2 YEAR AMENDMENT

Contract ID#: B90780C
CFPW03000007

NIFS # CLW05000002

Department: DPW

E-55-05

Contract Details

CLPW05000002

NIFS ID #: CFPW03000007

NIFS Entry Date: _____

SERVICE Program Management

Term: from April 2, 2005 to March 31, 2007

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name	Vendor ID#
Carter & Burgess Architects & Engineers, PC	75-1246210
Address	Contact Person
575 Elghth Avenue, 15 th Floor	Michael J. Giaramita
New York, NY 10018	Phone
	212-613-4700

County Department	
Department Contact	
Peter J. Gerbasi, Commissioner of Public Works	
Address	
1194 Prospect Avenue, Westbury, NY 11590	
Phone	
516-571-9604	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	4/1	
5/1/05	OMB	NIFS Approval	<input checked="" type="checkbox"/>	4/12	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4	Vertical DCE	NIFS Approval	<input type="checkbox"/>		
	Department	Vendor Administration NIFS Appvl (Dept. Head)	<input type="checkbox"/>	4/1	
4/18/05	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/>	4/18/05	
	County Attorney	CA Approval as to form	<input type="checkbox"/>	5/1/05	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Leg. Affairs	Fw'd Original K to CA	<input type="checkbox"/>	5/4/05	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>	5/3	
	County Comptroller	NIFS Approval	<input type="checkbox"/>	5/4	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>		

RULES RESOLUTION NO 84-2005

F-55-08

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND CARTER
& BURGESS ARCHITECTS/ENGINEERS, PC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 5-11-05
VOTING:
ayes 8 nays 0 abstained 0 refused 0
Legislators present 8

WHEREAS, the County on behalf of the Department of Public Works, has negotiated an amendment to a personal services agreement with Carter & Burgess Architects/Engineers, PC for program management services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement amendment with Carter & Burgess Architects/Engineers, PC.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on April 1, 2003. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into as a result of an RFP, a qualification-based rating system in accordance with established DPW procedures. Detailed procurement is outlined in a February 19, 2003 memo to Deputy County Executive.

Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

CLRW...
(CF PW 300000 7)

B 90780 C

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of May 11, 2005 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590-2723 (the "Department"), and (ii) Carter & Burgess Architects/Engineers, PC., a New York State Professional Corporation, having its principal office at 575 8th Avenue, New York, NY, 10018, a related entity of Carter & Burgess Inc. (the "Program Manager").

WITNESSETH:

WHEREAS, The County, in order to provide efficiencies in support services and human resources for its constituencies, and provide more efficient and adaptable work environments for its employees, will be developing five separate "County complexes" to consolidate and improve county operations and align the County Departments according to the County's new vertical organizational structure (referred to herein as the "Building Consolidation Program").

WHEREAS, on October 15, 2002, the County published a request for proposals for global program management services for the Building Consolidation Program (the "Project" or "Agreement Services").

WHEREAS, in response to the County's RFP, the Program Manager submitted a Technical Proposal dated November 4, 2002 ("Program Manager's Proposal"), and the County has selected the Program Manager to perform the Agreement Services;

WHEREAS, the Program Manager will work under the direct supervision of the Department in providing the services as described in paragraph 2 of this Agreement ("Agreement Services");

WHEREAS, the Program Manager represents that it is well-qualified, experienced, and adequately staffed to provide the Agreement Services; and

WHEREAS, the Program Manager has performed the Agreement Services satisfactorily under their existing Personal Services Agreement which commenced on April 1, 2003 and later amended in April of 2004 ("Original Agreement") and is subject to this extension; and

WHEREAS, the County desires to extend the Original Agreement and the Program Manager's Agreement Services; and

WHEREAS, the Program Manager desires to perform the Agreement Services; and

WHEREAS, this is a personal services contract within the intent and purview of Section 2206 of the Nassau county Charter.

construction management services for each sub-project, and along with County personnel, review/ provide recommendations of firms. (Construction projects will comply with Wick's Law and will include historic preservation of facilities where applicable.)

(g) In consultation with the County Planning Department, review of all required New York State Environmental Quality Review Act (SEQRA) and/or Environmental Assessment forms if required.

(h) Provide oversight and recommendations for suitable management of any and all necessary hazardous material remediation.

(i) Provide constructability review and cost saving measures of architectural and/or engineering documents relative to each project. Should value engineering be necessary, it is within the scope of this Agreement.

(j) Assist in development and submission of grant applications and other programs (state, utility, etc.), which may provide cost benefits to the County.

(k) Assist in community/public relations efforts and communicate with policy makers, regulatory agencies, utilities, etc.

(l) Coordinate phasing of projects to assist the various architectural and engineering consultants in planning for migration of employees to new locations while keeping governmental operations functional during the course of the entire Building Consolidation Program.

(m) Provide recommendations to the County concerning packaging of bid contracts, and awarding of contracts to the lowest responsible bidder for the project or sub-project.

(n) Monitor the project, or sub-project, for scheduling purposes and assist in any problems which may arise, including disputed work, lack of progress, construction claims, delay analysis, etc.

- Recommend mitigating measures in the event any claims arise during construction.
- Maintain orderly files for all project correspondence and documents in accordance with good record keeping practice.
- The Program Manager shall prepare monthly status reports for the Building Consolidation Program. These reports should be of the executive summary type and indicate the status of each project, problems encountered, and measures taken to rectify any problems.

(o) The Program Manager shall meet and confer with the County personnel from the Department, the Department of Real Estate Planning and Development, all other involved County, State or Federal agencies, as well as the various architectural, engineering and construction management firms retained by the County to the extent needed to assure that their work, in every phase of design or construction, meets the general objectives of the Building Consolidation Program and specific needs of the County Departments.

- Program/Management Software Training Services
- Building Evaluation Services
- Imaging/Scanning Services
- Any other services deemed to be outside the scope described herein

Compensation for these services shall be in addition to the total fee listed herein and shall be compensated in accordance with Section 3, paragraph d.

2.4 Reimbursable Expenses

The following costs will be considered authorized reimbursable expenses:

- Transportation and living expenses for travel to locations other than the Nassau County or its Consultants' offices and the project site(s) at rates established by the County for its own employees.
- Testing Laboratory services for special testing.
- Special equipment rental.
- Messenger service, when requested by the County, to expedite delivery of special items.
- Other similar expenses as approved by the County.

3. Payment.

(a) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Program Manager in arrears and shall be contingent upon (i) the Program Manager submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are substantially in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(b) Timing of Payment Claims. The Program Manager shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month by the fifteenth (15th) of the month.

Upon satisfaction of, and consistent with, all other applicable provisions of this Agreement, County will make timely payments to Program Manager, and make best efforts to pay Program Manager within forty-five (45) days of receiving a satisfactory payment voucher if a satisfactory payment voucher is submitted to County prior to the day twenty (20) of each month, and the satisfactory payment voucher is approved by the County prior to the twenty-fifth (25) day of each month.

(c) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Program Manager and any funding source including the County.

(d-7) Premium pay for County authorized overtime, over and above the straight hourly rate, shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the applicable multiplier times the straight hourly rate, plus the actual premium overtime cost incurred.

(d-8) Maximum Hourly Wage Rate Schedule – Attached to this Agreement is Appendix A entitled "Staffing Plan" listing the various job titles of the personnel to be used on this project, and the maximum hourly wage rate currently in effect for each such job title. Said schedule shall be deemed to be a part of this Agreement. In no event shall an employee's wage rate exceed the maximum rate for his classification. Modifications to the Staffing Plan may be requested annually by the Program Manager, and shall be subject to the prior written approval of the Commissioner. Upon the approval of the Commissioner, the modified Maximum Staffing Plan shall be considered a part of this Agreement.

(d-9) Before commencing the work, the Program Manager will submit, if not already on file with the Department and approved by the Commissioner, a Personnel List setting forth names, titles, and current salaries. The Program Manager must give the Commissioner written notification of the specific personnel changes for Commissioner's review and approval.

(e) Coordination of services and fees for services. The Program Manager has designated the persons whose names are set forth on the attached Appendix A as the person(s) who will have overall responsibility for coordinating the performance of services to be rendered by the program management Program Manager and their consultants herein. Key personnel as listed in the attached Appendix A cannot be removed from the project without the express written authorization of the Commissioner. Proposed replacement personnel are also subject to the written approval of the Commissioner. All personnel assigned to the Project will be required to cooperate fully with personnel assigned by the County and/or its consultants or contractors. At the request of the County, should any personnel assigned to the Project by the Program Manager be relieved of their duties in connection with the Project, such person(s) shall not again be employed on the Project without the County's prior written consent.

(f) Special Consultants. The Program Manager shall first obtain the approval of the Commissioner before retaining any special consultant for services other than the Agreement Services for which the Program Manager has claimed skill and experience forming the basis of this Agreement. If a special consultant is authorized, the Program Manager shall be reimbursed for the actual cost of the special consultant's services and may cause an increase in the overall fee that is above the maximum upset fee listed herein.

(g) Reimbursable Expenses. These costs are included in the maximum upset fee listed herein (paragraph 2.4).

(h) Administration. At the time of execution of this Agreement, if not already on file with the Department and approved by the Commissioner, the Program Manager shall submit for the Commissioner's approval a Maximum Hourly Wage Rate Schedule, listing job classifications, and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this agreement must be within the limits of the approved

and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

8. No Arrears or Default. The Program Manager is not in arrears to the County upon any debt or contract and it is not in default as surety, Program Manager, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

9. Compliance With Law. The Program Manager shall be bound by the standard of care in its profession to comply with any and all applicable federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. In furtherance of the foregoing, the Program Manager is bound by and shall use the standard of care in its profession to comply with the terms of Appendix EE attached hereto. As used in this Agreement the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body.

10. Minimum Service Standards. Regardless of whether required by Law:

(a) The Program Manager shall, and shall cause Program Manager Agents to, conduct its, his or her activities in connection with this Agreement in accordance with the standard of care set forth in Paragraph 10(b) below so as not to endanger or harm any Person or property.

(b) The Program Manager shall deliver services under this Agreement in a professional manner consistent with the standard of care of the industry in which the Program Manager operates. The Program Manager shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Program Manager Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

11. Confidentiality. The Program Manager acknowledges and agrees that all information that the Program Manager acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

12. Indemnification; Defense; Cooperation.

(a) The Program Manager shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of the Program

replacement certificates of insurance. The Program Manager shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages. The failure of the Program Manager to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Program Manager to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

14. Assignment; Amendment; Waiver; Subcontracting.

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

(b) It shall be a condition to the consent of the County Executive to any assignment or subcontract that the Person to or with whom or which such assignment or subcontract is made agrees in writing that, except as provided in the following sentence with respect to amounts payable by the County, such Person shall be bound by the terms and conditions of this Agreement as though an original party hereto. Unless the action being approved is an assignment of every right and obligation of the Program Manager under this Agreement (i) the Program Manager shall remain responsible for the full performance of its obligations under this Agreement, and (ii) no amounts payable by the County under this Agreement shall be or become payable by the County to any Person other than the Program Manager.

15. Termination

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Program Manager, (ii) for "Cause" by the County immediately upon the receipt by the Program Manager of written notice of termination, (iii) upon mutual written Agreement of the County and the Program Manager, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered in accordance with the standard described in paragraph 10 (b) of this Agreement; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By The Program Manager. This Agreement may be terminated by the Program Manager if performance becomes impracticable through no fault of the Program Manager, where the impracticability relates to the Program Manager's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Program Manager delivering to the

18. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

19. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Program Manager shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Program Manager, to the attention of the person who executed this Agreement on behalf of the Program Manager at the address specified above for the Program Manager, or in each case to such other persons or addresses as shall be designated by written notice.

20. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(a) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

21. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Program Manager and the County have executed this Agreement as of the date first above written.

CARTER & BURGESS, ARCHITECTS &
ENGINEERS, P.C. and CARTER & BURGESS, INC

By: 

Name: Michael Giaramita

Title: Managing Principal

Date: May 3, 2005

NASSAU COUNTY

By: 

Name: ANTHONY CANCELLIERI

Title: Deputy County Executive

Date: 7/1/05

PLEASE EXECUTE IN BLUE INK

Appendix EE - Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make its best efforts to solicit active participation by "Certified business" enterprises (as defined in Section 101 of Local Law No. 14-2002).

(e) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 (entitled "Enforcement").

(f) The Contractor shall include the provisions of (a) through (e) above in every subcontract providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000) for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor.

(g) The contractor shall be responsible for completing all standardized forms and reporting documents issued by the Executive Director of the Office of Minority Affairs pursuant

APPENDIX A

TEAM NASSAU PROGRAM MANAGEMENT

NASSAU COUNTY PROPOSAL - PRELIMINARY STAFFING PLAN for 2005 - 2007 (YEARS 3 & 4)

	YEAR 3		YEAR 4		YEARS 3 & 4	
	Total Hours	Total Cost	Total Hours	Total Cost	Total Hours	Total Cost
Base Contract						
Principal In Charge	240	\$ 39,602.52	240	\$ 39,602.52	480	\$ 79,205.04
Program Manager	2,032	\$ 335,301.34	2,024	\$ 333,981.25	4,056	\$ 669,282.59
Gov't Operations Center - Project Manager	2,032	\$ 335,301.34	2,024	\$ 333,981.25	4,056	\$ 669,282.59
Gov't Operations Center - Asst. Project Manager	2,032	\$ 308,369.97	2,024	\$ 317,906.37	4,056	\$ 626,276.34
Public Safety Center - Project Manager	853	\$ 184,595.94	2,024	\$ 253,606.35	2,877	\$ 438,202.30
Health & Human Services - Project Manager	1,179	\$ 142,756.78			1,179	\$ 142,756.78
Health & Human Services - Asst. Project Manager	2,032	\$ 211,139.58	2,024	\$ 217,669.11	4,056	\$ 428,808.69
Courts Complex - Project Manager	2,032	\$ 283,593.11	2,024	\$ 292,363.29	4,056	\$ 575,956.40
PSC/JAILS - Asst. Project Manager			2,024	\$ 231,137.39	2,024	\$ 231,137.39
Scheduler	208	\$ 28,502.21	208	\$ 29,499.79	416	\$ 58,002.00
Budget Manager	2,032	\$ 297,751.32	2,024	\$ 306,959.34	4,056	\$ 604,710.65
Administrative Assistant	2,032	\$ 101,896.16	2,024	\$ 105,047.32	4,056	\$ 206,943.49
Manager Grants /Contract Admin.	2,032	\$ 245,998.79	2,024	\$ 253,606	4,056	\$ 499,605.14
Total Base Contract Labor		\$ 2,514,809.06		\$ 2,715,360.34		\$ 5,230,169.40
Allowances						
Reimbursable Expenses		\$ 30,000		\$ 30,000		\$ 60,000
Move Consultant		\$ 50,000		\$ 50,000		\$ 100,000
Graphics / Presentation		\$ 40,000		\$ 40,000		\$ 80,000
CM Services		\$ 75,000		\$ 75,000		\$ 150,000
Total Base Contract Allowances		\$ 195,000		\$ 195,000		\$ 390,000
Total Base Contract		\$ 2,709,809		\$ 2,910,360		\$ 5,620,169

Notes:

1. Annual Hourly rates are increased each April by 3.5%

RENEWAL FOR 1 YEAR

Contract ID#:

CFPW03000007
CFPW03000007

Department:

D. P.W.

E-DTUT

Contract Details

SERVICE Program Management

NIFS ID #: CLPW04000003

NIFS Entry Date:

Term: from 4/2/04 to 4/2/05

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name Carter & Burgess, Architects & Engineers	Vendor ID# 75-1246210
Address 37 West 39 th Street, Suite 603 New York, NY 10018	Contact Person Ginger Evans, P.E. Phone

County Department
Department Contact Peter J. Gerbasi, Commissioner of Public Works
Address
Phone 571-4292

Routing Slip

DATE	DEPARTMENT	INITIALS / VERIFICATION	SIGNATURE	YES / APPROVED REQUIRED
3/2/04	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	4/1/04 [Signature]	
3/10/04	OMB	NIFS Approval	4/1/04 [Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Vertical DCE	NIFS Approval		
	Department	Vendor Administration NIFS Appvl (Dept. Head)	4/1/04 [Signature]	
4/8/04	County Attorney	CA RE&I Verification	4/8/04 [Signature]	
4/8/04	County Attorney	CA Approval as to form	4/8/04 [Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
4/6	LEG	Legislative Affairs Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	4/6 [Signature]	
4/1/05	County Attorney	NIFS Approval	4/2/05 [Signature]	
	County Comptroller	NIFS Approval		
	County Executive	Notarization Filed with Clerk of the Leg.	4/1/05 [Signature]	

5/20/04
Sent to
AT

Contract ID#: CFPW04000027
~~CFPW00000007~~
CFPW03000007



Department: DPW

Contract Summary

Description: Renewal of Personal Services Agreement B90780C

Purpose: Approval to extend a personal services Agreement with Carter & Burgess, Arch. & Engineers to continue to provide "global" program management services for the entire County building consolidation project. These services include, but are not limited to making recommendations as to site planning, zoning, construction implementation and phasing of this program. The program management team will also assist with the procurement of the architectural and engineering firms for the sub-projects, as well as the development of their contracts, will review and develop cost estimates, manage construction budgets and cash flow projections, and will develop and maintain a CPM (Critical Path Method) master schedule for all five campuses, including cost control reporting, identifying project milestones, and evaluating potential changes concerning budget/schedule impacts. Additionally, the firm will provide constructability review and value engineering of architectural and/or engineering documents relative to each project, will assist with grant applications, a project-labor agreement, assist in community/public relations efforts, and coordinate phasing of projects to support planning for migration of employees. During construction, this firm will continue its services by monitoring each of the five projects for scheduling purposes, assisting with any problems which may arise, including disputed work, lack of progress, construction claims, delay analysis, etc.

Method of Procurement: RFP - A qualification-based rating system in accordance with established DPW procedures. (Detailed procurement outlined in February 19, 2003 memo to Depty Cty Executive and attached to initial Agreement package)

Procurement History: In April, 2003, the Nassau County Legislature passed a resolution allowing the County Executive to enter into an Agreement with Carter - Burgess, P.C., to provide the above-referenced services. That resolution limited the term of the Agreement to one-year, with provision for extensions to the Agreement for up to four (4) years. These program management services are currently being provided for all of the "complexes" being proposed as part of the Building Consolidation Program, including the recently approved HHS complex (included \$300,000 for program mgt services) and the approved Family Court Capital project (No. 90632 includes \$250,000 for prog. mgmt).

Description of General Provisions: This is an extension of a one-year contract that has provisions to extend the Agreement in one-year periods for a maximum of three (3) additional years total. Payment will be on a multiplier of payroll basis with a maximum upset fee.

[Agreement pg. #11 County shall pay \$2,103,917.00]

Impact on Funding / Price Analysis: Although the Agreement being put forth at this time allows for full-time program management services to be provided for one additional year, the approval being requested at this time is for a reduced amount of program services, with a cost of \$1,756,117.

Change in Contract from Prior Procurement: Two specific allowance items of scope that are completed, or are no longer needed, have been deleted and one new allowance item has been added. No legal language has been modified.

Recommendation: approve as submitted

Advisement Information

BUDGET CODE	
Fund: <u>GEN</u>	<u>CAP</u>
Control: <u>00</u>	
Resp: <u>2303</u>	<u>0140</u>
Object: <u>500</u>	
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$

LINE	INDEX OBJECT CODE	AMOUNT
⑦ #⑩	PW CAP+CAP / 907305	\$ -0.01 500,000.00
2	GEN0140 / 500	\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ -0.01 500,000.00

APPROVED: [Signature] 4/8/04
 INSURANCE SECTION Date: 4/8/04

Document Prepared By: Carol Lynn Friedman

I certify that this document was accepted into HFS. <u>CFPW04000003</u> <u>CFPW04000027</u>		I certify that an unencumbered balance still exists to cover this contract's present and the appropriation to be charged.		Name _____ Date _____	
Name <u>(B.M.)</u> Date <u>5/28/04</u>		Name <u>[Signature]</u> Date _____		(For Office Use Only) E #: _____	

or:

() B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. () Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

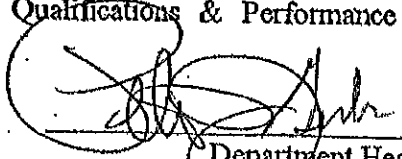
() A. There is only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

() B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

() C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

VI. () This is a human services contract with a not-for-profit agency, and I.-V. above do not apply. Attached is a memorandum that explains the reasons for entering into this contract.

VII. () This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.


Department Head Signature

4/15/04
Date

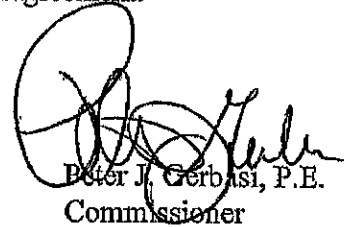
NOTE: Any information requested above may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: 8/02

capital project.

In our professional judgment, the Carter-Burgess team, having satisfactorily completed one year of services, and proposing a reasonable fee for the second year of program management services, represents the best value to the County and as such, it is the Department's recommendation that the Carter-Burgess Agreement be extended for an additional year.

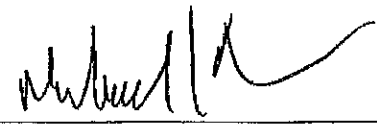
Funding for these professional services is being requested as part of an amendment to Capital Project No. 90230, for fiscal year 2004 of the approved Capital Plan. In accordance with procedural guidelines, CSEA will be notified of this proposed Agreement.



Peter J. Gerbasi, P.E.
Commissioner

cc: Anthony Cancellieri, Deputy County Executive
Sheldon Cohen, Real Estate Planning and Development

APPROVED: _____



Michael Klein, Deputy County Executive

Rules RESOLUTION NO.

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXTEND AN AGREEMENT WITH CARTER & BURGESS, ARCHITECTS AND ENGINEERS, P.C. and CARTER & BURGESS, INC., AGREEMENT B90780C, FOR GLOBAL PROGRAM MANAGEMENT SERVICES FOR THE ENTIRE COUNTY BUILDING CONSOLIDATION PROJECT.

RESOLVED, that the County Executive be, and he hereby is, authorized to extend an Agreement between the County of Nassau, acting on behalf of the Department of Public Works, and Carter Burgess, Architects and Engineers, P.C. and Carter & Burgess, Inc. in relation to providing global program management services for the entire County building consolidation program, as is more particularly described in a certain proposed Agreement, a copy of which is on file with the Clerk of the Legislature;

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 2004 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Public Works, having its principal office at 1550 Franklin Avenue, Mineola, NY, 11501 (the "Department"), and (ii) Carter & Burgess Architects/Engineers, PC., a New York State Professional Corporation, having its principal office at 37 West 39th St., New York, NY, 10018, a related entity of Carter & Burgess Inc. (the "Program Manager").

WITNESSETH:

WHEREAS, The County, in order to provide efficiencies in support services and human resources for its constituencies, and provide more efficient and adaptable work environments for its employees, will be developing five separate "County complexes" to consolidate and improve county operations and align the County Departments according to the County's new vertical organizational structure (referred to herein as the "Building Consolidation Program").

WHEREAS, on October 15, 2002, the County published a request for proposals for global program management services for the Building Consolidation Program (the "Project" or "Agreement Services").

WHEREAS, in response to the County's RFP, the Program Manager submitted a Technical Proposal dated November 4, 2002 ("Program Manager's Proposal"), and the County has selected the Program Manager to perform the Agreement Services;

WHEREAS, the Program Manager will work under the direct supervision of the Department in providing the services as described in paragraph 2 of this Agreement ("Agreement Services");

WHEREAS, the Program Manager represents that it is well-qualified, experienced, and adequately staffed to provide the Agreement Services; and

WHEREAS, the Program Manager has performed the Agreement Services satisfactorily under their existing Personal Services Agreement which commenced on April 1, 2003 and is subject to this extension; and

WHEREAS, the County desires to extend this Agreement and the Program Manager's Agreement Services; and

WHEREAS, the Program Manager desires to perform the Agreement Services; and

WHEREAS, this is a personal services contract within the intent and purview of Section 2206 of the Nassau county Charter.

(f-1) Development of phasing schedules and scope for each of the five consolidation projects, as well as any sub-projects of those, and recommendations of methods to advance each project in order to meet the program schedule.

(f-2) Preparation of Requests for Qualifications (RFQ's), Request For Proposals (RFP's) and other Nassau County agreement/contract documentation for design and/or construction management services for each sub-project, and along with County personnel, review/ provide recommendations of firms. (Construction projects will comply with Wick's Law and will include historic preservation of facilities where applicable.)

(f-3) In consultation with the County Planning Department, review of all required New York State Environmental Quality Review Act (SEQRA) and/or Environmental Assessment forms if required.

(f-4) Provide oversight and recommendations for suitable management of any and all necessary hazardous material remediation.

(f-5) Provide constructability review and cost saving measures of architectural and/or engineering documents relative to each project. Should value engineering be necessary, it is within the scope of this Agreement.

(f-6) Assist in development and submission of grant applications and other programs (state, utility, etc.), which may provide cost benefits to the County.

(f-7) Assist in community/public relations efforts and communicate with policy makers, regulatory agencies, utilities, etc.

(f-8) Coordinate phasing of projects to assist the various architectural and engineering consultants in planning for migration of employees to new locations while keeping governmental operations functional during the course of the entire Building Consolidation Program.

(f-9) Provide recommendations to the County concerning packaging of bid contracts, and awarding of contracts to the lowest responsible bidder for the project or sub-project.

(f-10) Monitor the project, or sub-project, for scheduling purposes and assist in any problems which may arise, including disputed work, lack of progress, construction claims, delay analysis, etc.

- Recommend mitigating measures in the event any claims arise during construction.
- Maintain orderly files for all project correspondence and documents in accordance with good record keeping practice.
- The Program Manager shall prepare monthly status reports for the Building Consolidation Program. These reports should be of the executive summary type and indicate the status of each project, problems encountered, and measures taken to rectify any problems.

- Reconciliation of consultant's estimates and independent cost estimates.

Compensation for this item shall be in accordance with 3.(i) Extra Services and Additional Costs.

(j-3) The Program Manager shall provide, or shall retain a sub-consultant to provide, Graphics/Presentation Support including, but not limited to, the following:

- Photos
- Posters
- Charts and graphs

Compensation for this item shall be in accordance with 3.(i) Extra Services and Additional Costs.

3. Payment.

(a) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Program Manager in arrears and shall be contingent upon (i) the Program Manager submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are substantially in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(b) Timing of Payment Claims. The Program Manager shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim, and no more frequently than once a month by the fifteenth (15th) of the month.

Upon satisfaction of, and consistent with, all other applicable provisions of this Agreement, County will make timely payments to Program Manager, and make best efforts to pay Program Manager within forty-five (45) days of receiving a satisfactory payment voucher if a satisfactory payment voucher is submitted to County prior to the day twenty (20) of each month, and the satisfactory payment voucher is approved by the County prior to the twenty-fifth (25) day of each month.

(c) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Program Manager and any funding source including the County.

Modifications to the Staffing Plan may be requested annually by the Program Manager, and shall be subject to the prior written approval of the Commissioner. Upon the approval of the Commissioner, the modified Maximum Staffing Plan shall be considered a part of this Agreement.

(d-7) Before commencing the work, the Program Manager will submit, if not already on file with the Department and approved by the Commissioner, a Personnel List setting forth names, titles, and current salaries. The Program Manager must give the Commissioner written notification of the specific personnel changes for Commissioner's review and approval.

(e) Coordination of services and fees for services. The Program Manager has designated the persons whose names are set forth on the attached appendix as the person(s) who will have overall responsibility for coordinating the performance of services to be rendered by the program management Program Manager and their consultants herein. Key personnel as listed in the attached Appendix A cannot be removed from the project without the express written authorization of the Commissioner. Proposed replacement personnel are also subject to the written approval of the Commissioner. All personnel assigned to the Project will be required to cooperate fully with personnel assigned by the County and/or its consultants or contractors. At the request of the County, should any personnel assigned to the Project by the Program Manager be relieved of their duties in connection with the Project, such person(s) shall not again be employed on the Project without the County's prior written consent.

(f) Special Consultants. The Program Manager shall first obtain the approval of the Commissioner before retaining any special consultant for services other than the Agreement Services for which the Program Manager has claimed skill and experience forming the basis of this Agreement. If a special consultant is authorized, the Program Manager shall be reimbursed for the actual cost of the special consultant's services and may cause an increase in the overall fee that is above the maximum upset fee listed herein.

(g) Reimbursable Expenses. These costs are included in the maximum upset fee listed herein.

(g-1) Transportation and living expenses for travel to locations other than the Nassau County or its Consultants' offices and the project site(s) at rates established by the County for its own employees.

(g-2) Testing Laboratory services for special testing.

(g-3) Special equipment rental.

(g-4) Messenger service, when requested by the County, to expedite delivery of special items.

(g-5) and other similar expenses as approved by the County.

(h) Administration. At the time of execution of this Agreement, if not already on file with the Department and approved by the Commissioner, the Program Manager shall submit for the Commissioner's approval a Maximum Hourly Wage Rate Schedule, listing job classifications, and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Program Manager may grant an employee a salary

and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

8. No Arrears or Default. The Program Manager is not in arrears to the County upon any debt or contract and it is not in default as surety, Program Manager, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

9. Compliance With Law. The Program Manager shall be bound by the standard of care in its profession to comply with any and all applicable federal, state and local Laws, including those relating to conflicts of interest, discrimination, and confidentiality, in connection with its performance under this Agreement. In furtherance of the foregoing, the Program Manager is bound by and shall use the standard of care in its profession to comply with the terms of Appendix EE attached hereto. As used in this Agreement the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations, or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body.

10. Minimum Service Standards. Regardless of whether required by Law:

(a) The Program Manager shall, and shall cause Program Manager Agents to, conduct its, his or her activities in connection with this Agreement in accordance with the standard of care set forth in Paragraph 10(b) below so as not to endanger or harm any Person or property.

(b) The Program Manager shall deliver services under this Agreement in a professional manner consistent with the standard of care of the industry in which the Program Manager operates. The Program Manager shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Program Manager Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

11. Confidentiality. The Program Manager acknowledges and agrees that all information that the Program Manager acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

12. Indemnification; Defense; Cooperation.

(a) The Program Manager shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of the Program

replacement certificates of insurance. The Program Manager shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages. The failure of the Program Manager to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Program Manager to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

14. Assignment; Amendment; Waiver; Subcontracting.

(a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

(b) It shall be a condition to the consent of the County Executive to any assignment or subcontract that the Person to or with whom or which such assignment or subcontract is made agrees in writing that, except as provided in the following sentence with respect to amounts payable by the County, such Person shall be bound by the terms and conditions of this Agreement as though an original party hereto. Unless the action being approved is an assignment of every right and obligation of the Program Manager under this Agreement (i) the Program Manager shall remain responsible for the full performance of its obligations under this Agreement, and (ii) no amounts payable by the County under this Agreement shall be or become payable by the County to any Person other than the Program Manager.

15. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Program Manager, (ii) for "Cause" by the County immediately upon the receipt by the Program Manager of written notice of termination, (iii) upon mutual written Agreement of the County and the Program Manager, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered in accordance with the standard described in paragraph 10 (b) of this Agreement; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By The Program Manager. This Agreement may be terminated by the Program Manager if performance becomes impracticable through no fault of the Program Manager, where the impracticability relates to the Program Manager's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Program Manager delivering to the

18. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

19. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Program Manager shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Program Manager, to the attention of the person who executed this Agreement on behalf of the Program Manager at the address specified above for the Program Manager, or in each case to such other persons or addresses as shall be designated by written notice.

20. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

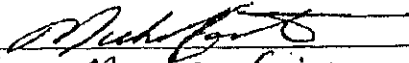
(a) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(b) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

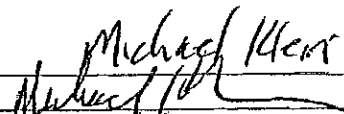
21. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Program Manager and the County have executed this Agreement as of the date first above written.

CARTER & BURGESS, ARCHITECTS &
ENGINEERS, P.C. and CARTER & BURGESS, INC

By: 
Name: MICHAEL GIARAMITA
Title: SR. VICE PRESIDENT
Date: APRIL 7, 2004

NASSAU COUNTY

By: 
Name: Michael Klen
Title: Deputy County Executive
Date: 6/4/04

PLEASE EXECUTE IN BLUE INK

Appendix C

TEAM NASSAU PROGRAM MANAGEMENT			
NASSAU COUNTY PROPOSAL- REVISED STAFFING PLAN			
DATED: March 1, 2004			
			TEAM NASSAU PROGRAM MANAGEMENT
			NASSAU COUNTY PROPOSAL- UPDATED STAFFING PLAN
			31-Mar-04
Position		Individual	
1	Principal in Charge/Executive Committee	Principal in Charge	Glaramita, Fernema
2	Program Manager	Program Manager	Ginger Evans
3	Project Manager Complex 1 - GOC	Project Manager Complex 1 - GOC	Allan Shapiro
3	Project Manager Complex 2 - PSC	Project Manager Complex 2 - PSC	Gus Xenakis
3	Project Manager Complex 3 - HHS	Project Manager Complex 3 - HHS	Vinny Falkowski
3	Project Manager Complex 4 - COURTS	Project Manager Complex 4 - COURTS	Brent Chow
3	Project Manager Complex 5 - JAILS	Project Manager Complex 5 - JAILS	TBD
4	Program Controls-Support	Program Controls-Support	Keith Kelly
5	Asst. PM	Asst Project Manager	TBD
6	Program Scheduler	Scheduler	Jason Brown
7	Program Budget/Controller	Budget Manager	David Posner
8	Clerical	Administrative Assistant	Barbara McQuillan
9	Manager Assess/Grant/Contract Admin.	Manager Grants /Contract Admin.	Mary Savy
12	Design Oversight	Staff Engineer	TBD
20	Real Estate Data Base Development	Graphics Support	Ed Joslah
		CM Services- IT Data Center	Nick Pappas
		CM Services- IT Data Center	Joseph Masciallo
TOTAL CB PROJECT OFFICE DIRECT LABOR PART A			
TOTAL CB HOME OFFICE DIRECT LABOR PART A			
TOTAL SUB LABOR PART A			

Appendix EE - Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Program Manager (as defined below) shall comply with all federal, state and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts (as defined below) and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Program Manager shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Program Manager will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Program Manager shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will cooperate in the implementation of the Program Manager's obligations herein.

(c) The Program Manager shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Program Manager shall make its best efforts to solicit active participation by "Certified business" enterprises (as defined in Section 101 of Local Law No. 14-2002).

(e) The Program Manager shall be bound by the provisions of Section 109 of Local Law No. 14-2002 (entitled "Enforcement").

(f) The Program Manager shall include the provisions of (a) through (e) above in every subcontract providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000) for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Program Manager.

The provisions of (a) through (f) above do not apply to: (i) work, goods or services unrelated to the County Contract, or (ii) employment or employment related activities outside of the County.

ORIGINAL AGREEMENT

B 90780 C

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 2003 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Public Works, having its principal office at 1550 Franklin Avenue, Mineola, NY, 11501 (the "Department"), and (ii) Carter & Burgess Architects/Engineers, PC, a New York State Professional Corporation, having its principal office at 37 West 39th St., New York, NY, 10018, a related entity of Carter & Burgess Inc. (the "Program Manager").

WITNESSETH:

WHEREAS, The County, in order to provide efficiencies in support services and human resources for its constituencies, and provide more efficient and adaptable work environments for its employees, will be developing five separate "County complexes" to consolidate and improve county operations and align the County Departments according to the County's new vertical organizational structure (referred to herein as the "Building Consolidation Program").

WHEREAS, on October 15, 2002, the County published a request for proposals for global program management services for the Building Consolidation Program (the "Project" or "Agreement Services").

WHEREAS, in response to the County's RFP, the Program Manager submitted a Technical Proposal dated November 4, 2002 ("Program Manager's Proposal"), and the County has selected the Program Manager to perform the Agreement Services;

WHEREAS, the Program Manager will work under the direct supervision of the Department in providing the services as described in paragraph 2 of this Agreement ("Agreement Services");

WHEREAS, the Program Manager represents that it is well-qualified, experienced, and adequately staffed to provide the Agreement Services; and

WHEREAS, the County desires to hire the Program Manager to perform the Agreement Services; and

WHEREAS, the Program Manager desires to perform the Agreement Services; and

WHEREAS, this is a personal services contract within the intent and purview of Section 2206 of the Nassau county Charter.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

The recitals set forth above and the representations and certifications in the Program Manager's Proposal are true and correct and made part hereof;

■ Program Manager shall have the following list of tasks included within the scope of services to be compensated by this Agreement with respect to the County's implementation of the Building Consolidation Program:

- 1.) Development of phasing schedules and scope for each of the five consolidation projects, as well as any sub-projects of those, and recommendations of methods to advance each project in order to meet the program schedule.
- 2.) Preparation of Request For Proposals (RFP's) for design and/or construction management services for each sub-project, and along with County personnel, review/ provide recommendations of firms. (construction projects will comply with Wick's Law and will include historic preservation of facilities where applicable).
- 3.) In consultation with the County Planning Department, review of all required New York State Environmental Quality Review Act (SEQRA) and/or Environmental Assessment forms if required.
- 4.) Provide oversight and recommendations for suitable management of any and all necessary hazardous material remediation.
- 5.) Develop and negotiate a global Project Labor Agreement (PLA) for the Building Consolidation Program.
- 6.) Provide constructability review and cost saving measures of architectural and/or engineering documents relative to each project. Should a value engineering be necessary it is within the scope of this Agreement.
- 7.) Assist in development and submission of grant applications and other programs (state, utility, etc.), which may provide cost benefits to the County.
- 8.) Assist in community/public relations efforts and communicate with policy makers, regulatory agencies, utilities, etc.
- 9.) Coordinate phasing of projects to assist the various architectural and engineering consultants in planning for migration of employees to new locations while keeping governmental operations functional during the course of the entire Building Consolidation Program.
- 10.) Provide recommendations to the County concerning packaging of bid contracts, and awarding of contracts to the lowest responsible bidder for the project or sub-project.
- 11.) Monitor the project, or sub-project, for scheduling purposes and assist in any problems which may arise, including disputed work, lack of progress, construction claims, delay analysis, etc.

(d) Consideration. First Agreement Year. The maximum upset amount that the County shall pay the Program Manager as full consideration for the Services provided under this Agreement (the "Maximum Amount") shall be two-million, two hundred and sixty-two thousand, seven hundred and twenty-five dollars (\$2,262,725.00) as follows:

(d-1) \$2,162,725 will be the maximum compensation for all services listed above and will be equal to an approved multiplier of 2.55 times the actual salaries or compensation paid by the Program Manager to all personnel for the work performed by them directly related to the project assigned, exclusive of insurance, payroll taxes, and all other fringe benefits. The Program Manager shall be compensated for services performed by principals of the Program Manager while engaged in a technical capacity in the project, in the same manner as any other employee of the Program Manager engaged in the performance of the same technical services. This is to be certified with payment requisitions. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed One Hundred Fifty dollars (\$150.00) per hour, for technical personnel or principals (approved staffing plan attached herein as Appendix B).

(d-2) A \$50,000 allowance is included to compensate for allowable reimbursable expenses as listed herein.

(d-3) The balance of \$50,000 is an allowance to compensate the Program Manager for consulting services, if needed, related specifically to the County's database upgrade. This represents the maximum compensation for these services and will be compensated on the same basis as Item d-1 above.

(d-4) Upon approval of this Agreement and commencement of referenced services, the Program Manager will be entitled to submit a claim voucher for \$150,000 for mobilization costs. This is included in the maximum upset fee of \$2,262,725 above and does not represent an increase in the Program Manager's fee. Payment of such will be in accordance with Paragraph 3 herein.

(d-5) Additional Agreement Years. Funding for Additional Agreement Years is in the sole and absolute discretion of the County. If funds are available and the County elects to fund this Agreement for a second Agreement Year, a new maximum upset fee will be negotiated based on an estimation of the services required, the wage rate schedule and multiplier as agreed to by both parties. After the two (2) years of service has elapsed, the project Agreement may be extended, on a yearly basis, for an additional two (2) years, for a possible total term of four (4) years, at terms agreeable to all parties. The maximum upset fee for each additional year will be based on an estimation of the services required, the wage rate schedule, and the multiplier, as agreed to by both parties.

(d-6) Premium pay for County authorized overtime, over and above the straight hourly rate, shall not be subject to any multiplier. In computing the cost to the County for overtime work performed, the overtime period shall be paid at the applicable multiplier times the straight hourly rate, plus the actual premium overtime cost incurred.

(h) Administration. At the time of execution of this Agreement, if not already on file with the Department and approved by the Commissioner, the Program Manager shall submit for the Commissioner's approval a Maximum Hourly Wage Rate Schedule, listing job classifications, and the maximum hourly wage rate for each classification. The salaries of all employees rendering services under this agreement must be within the limits of the approved Maximum Hourly Wage Rate Schedule. The Program Manager may grant an employee a salary increase within a classification or a change of classification upon written notification to the Commissioner one month prior to the effective date of such increase or change. The prior written approval of the Commissioner is required.

(i) Extra Services and Additional Costs If the Program Manager is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the County, and which changes are not due to the fault or negligence of the Program Manager; or if the Program Manager must render extra services due to the delinquency or insolvency of any of the Building Consolidation Program contractors or design consultants, the Program Manager shall be compensated for such extra expense and services on the same basis as stipulated under Paragraph 3. Such extra services are to be provided only after written authorization by the Commissioner and may cause an increase in the overall fee that is above the maximum upset fee listed herein.

4. Approval of Plans. Approval by the County of any of the plans, drawings, documents or other work performed under this Agreement shall not relieve the Program Manager of responsibility for any of their program services, except as to those features thereof which the County has required the program manager to adopt over the Program manager's written objection. No plans, drawings, schedules or other documents which have been approved by the County shall be changed or revised by the Program manager without the written consent of the County, it being understood that, in the County's sole discretion, it may approve minor changes or revisions by oral consent.

5. Ownership of Documents. Any plans, drawings, schedules, reports, and/or cost estimates, and other documents to be prepared and furnished by the Program manager pursuant to this Agreement, shall be the property of the County and must be delivered to the County prior to the completion of the relative segment of the Program. The program manager hereby grants an exclusive assignment to the County of their copyright, if any, and will execute, upon request, all other necessary instruments to accomplish such assignment. These requirements shall survive the termination of this Agreement.

6. Release of Information. The County reserves the right to release all information relative to the Program and to determine the form, content and timing of the release of such information. The Program Manager will not divulge information concerning the Program and/or the project(s) to anyone, including, but not limited to, a governmental authority in an application for a permit, members of the press, or community groups without the County's prior written consent. The Program manager will obtain similar assurances from any consultant engaged by the Program manager pursuant to this Agreement. These requirements shall survive the termination or expiration of this Agreement.

7. Independent Program Manager. The Program Manager is an independent contractor of the County. The Program Manager shall not, nor shall any officer, director, employee, servant,

or omissions of the Program Manager or a Program Manager Agent, regardless of whether taken pursuant to or authorized by this Agreement, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.

(b) The Program Manager shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Program Manager's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Program Manager shall pay and satisfy any judgment, decree, loss or settlement in connection therewith. The foregoing defend obligation shall be fully satisfied by naming the Indemnified Parties as additional insureds under the Program Manager's Commercial General Liability policy.

(c) The Program Manager shall, and shall cause Program Manager Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding.

(d) The provisions of this Section shall survive the termination of this Agreement.

13. Insurance. (a) Types and Amounts. The Program Manager shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Program Manager's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Program Manager pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Program Manager shall be solely responsible for the payment of all deductibles to which such policies are subject. The Program Manager shall require any sub-consultant or special consultant hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Program Manager under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Program Manager shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Program Manager shall cause all insurance to remain

is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Program Manager's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Program Manager Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Program Manager shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Program Manager's responsibilities under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

16. Accounting Procedures; Records. The Program Manager shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Program Manager is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

17. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Program Manager shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Program Manager shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Program Manager shall allege that the above-described actions and inactions preceded the Program Manager's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

23. Administrative Service Charge. The Program Manager agrees to pay the County an administrative service charge of *five hundred* dollars (\$500.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Program Manager upon signing this Agreement.

24. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained for the execution of this Agreement, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 16th day of April in the year 2003 before me personally came Anthony Cancelliere to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Gertrude Mayo

GERTRUDE MAYO
Notary Public, State of New York
No. 4827125
Qualified in Nassau County
Commission Expires Feb. 28, 2007

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20 day of MARCH in the year 2003 before me personally came MICHAEL GIARAMITA to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the SR VICE PRESIDENT of CARTER + BURGESS, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

Abraham Hardoni

ABRAHAM HARDONI
Notary Public, State of New York
No. 41-4934341
Qualified in Nassau County
Commission Expires June 6, 2006

Appendix EE - Equal Employment Opportunities For Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Program Manager (as defined below) shall comply with all federal, state and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts (as defined below) and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Program Manager shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Program Manager will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Program Manager shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will cooperate in the implementation of the Program Manager's obligations herein.

(c) The Program Manager shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Program Manager shall make its best efforts to solicit active participation by "Certified business" enterprises (as defined in Section 101 of Local Law No. 14-2002).

(e) The Program Manager shall be bound by the provisions of Section 109 of Local Law No. 14-2002 (entitled "Enforcement").

(f) The Program Manager shall include the provisions of (a) through (e) above in every subcontract providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000) for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Program Manager.

The provisions of (a) through (f) above do not apply to: (i) work, goods or services unrelated to the County Contract, or (ii) employment or employment related activities outside of the County.

COUNTY OF NASSAU

Inter-Departmental

2/28/03

PC

CLF/FS/vr

To: Office of the County Executive
Attn: Hezekiah Brown; Deputy County Executive

From: Department of Public Works

Date: February 19, 2003

Subject: Real Estate Consolidation Program
Project No: 90780
Recommendation of Award for Program Management Firm

This Department intends to procure program management services for the County Executive's Real Estate Consolidation Program. These services will provide the County with a "Global" Program Management Team to aid in the overall consolidation of County buildings and real estate into five "campuses".

Among their duties, this firm, working for the Department of Public Works (the Department) will review the County's real estate consolidation plans and make recommendations as to site planning, zoning, construction implementation and phasing of this program. The program manager will assist with the procurement of the architectural and engineering firms for the sub-projects, as well as the development of their contracts, will review and develop cost estimates, manage construction budgets and cash flow projections, and will develop and maintain a CPM (Critical Path Method) master schedule for all five campuses, including cost control reporting, identifying project milestones, and evaluating potential changes concerning budget/schedule impacts.

Additionally, the firm will develop more detailed phasing schedules for each of the five consolidation sub-projects, as well as make recommendations of methods to advance each project. They will provide constructability review and value engineering of architectural and/or engineering documents relative to each project, assist in development and submission of grant applications and a project-labor agreement, assist in community/public relations efforts, and coordinate phasing of projects to support planning for migration of employees while keeping governmental operations functional during the course of the entire project.

During construction, this firm will continue its services by monitoring each of the five projects for scheduling purposes, assisting with any problems which may arise, including disputed work, lack of progress, construction claims, delay analysis, etc.

In conformance with the Department's Request for Qualifications (RFQ) dated August 9, 2002, qualification statements were submitted by 15 nationally-recognized firms. All fifteen were reviewed and six (6) firms were chosen to be short-listed. Those six firms were issued a Request for Proposals (RFP), dated October 15, 2002. Both technical and separately sealed, cost

proposals, for program management services were received from five (5) of these firms on November 18, 2002.

These proposals were evaluated by professional staff within the Department (Peter J. Gerbasi, P.E., Paul Cimino, P.E., Carol Lynn Friedman, R.A., Frank Stabile, and Valiant Yeung) as well as Sheldon Cohen, Director of the Office of Real Estate Planning and Development. Following the preliminary technical ratings, the four highest-ranked firms were interviewed, after which the rating committee re-evaluated and rated each firm (copy of detailed rating sheet attached). After a consensus was reached, the cost proposals were opened and the results are as follows:

<u>Firm Name:</u>	<u>Written Proposal Score</u>	<u>Final Rank (Post-Interview)</u>	<u>Fee proposal 1-year of services</u>	<u>DPW Adjusted fee</u>
<i>Carter-Burgess with Greyhawk NA</i>	84	1	\$3,514,635	\$1,850,000
<i>Henningson, Durham & Richardson</i>	69	2	\$1,500,396	\$1,724,000
<i>Bovis Lend Lease Inc with Roslyn Consulting</i>	76	3	\$ 886,445	\$1,685,000
<i>J.A. Jones Construction Group with Q & A and S.O.M</i>	76	4	\$2,640,441	\$2,359,000
<i>Turner Construction Co. with HOK Architects & Jones Lang LaSalle</i>	65*			

* The submittal from the Turner Construction team was considered "non-responsive", therefore the firm was not interviewed.

The Department's Division of Buildings estimated the value of these services, prior to accepting RFP's, at approximately \$1.7 million. In review of the requested services for this project, the program manager's duties that stand out as most important to the project are program management, CPM scheduling, budgeting and estimating. To assure that we were able to perform a valid comparison between the firms in these crucial areas, we developed a detailed list of our "needs" for this project and then used each firm's proposed rates and multipliers to format an "adjusted fee" for each firm.

For example, this Department's experience with major construction projects tells us that for the first year, approx. 9000 hours of project management services will be needed. Both Bovis and HDR under-estimated this portion of the work by providing 6800 and 4650 hours respectively, and because of this, their fee proposals were proportionally lower than they should have been. Similarly, this project will require at least one full-time CPM scheduler during the first year, to not only coordinate all of the projects, but to complete many variations of the schedule, depending on changing cash availability, project priority, real estate sales, and the development of contract bid packages to advance each project in accordance with the approved program

schedule. Although we feel Carter-Burgess over-estimated this work and we negotiated their total hours down to 40 hrs. per week, HDR only allowed 20 hrs/week, while Bovis offered a total of only 6.7 hours / week.

Finally, a major service to be provided by the program manager is budgeting and estimating. While Carter-Burgess allows 37 hours/week for this work, almost a full-time employee dedicated to this task, Bovis only provides 3.5 hours/week and HDR has no employee hours proposed.

With due consideration given to the fact that HDR and Bovis were technically rated number two (2) and three (3), and both submitted excellent proposals to earn these ratings, our analysis shows that both firms under-estimated the level of work needed to keep this immense project on the schedule outlined by the County Executive, as well as keep it within a reasonable budget, correctly phased to allow available cash to cover the project as it progresses. As such, we believe that their fee proposals do not accurately represent the level of services needed for this project.

Finally, after adjusting all of the cost proposals and comparing them in detail, the Department met with representatives of Carter & Burgess (technically rated No. 1) to discuss their fee proposal and negotiate a fee structure that was suitable to the County. As a result of this negotiation, Carter & Burgess revised their fee proposal to \$2,177,725, by letter dated February 3, 2003. This fee represents a maximum upset fee for the first 12 months of services, utilizing a manpower list with associated hourly rates and multipliers. Additionally, as a result of the negotiation, it was decided that certain manpower could not be reduced, as suggested by the County, without having a negative impact on the project. As such, the County agreed to include these services and revised its "adjusted fee schedule" as such:

<u>Firm Name:</u>	<u>Fee proposal 1-year of services</u>	<u>DPW's final adjusted fee</u>
<i>Carter-Burgess with Greyhawk NA</i>	<i>\$3,514,635</i>	<i>\$2,177,725</i>
<i>Henningson, Durham & Richardson</i>	<i>\$1,500,396</i>	<i>\$1,821,657</i>
<i>Bovis Lend Lease Inc with Roslyn Consulting</i>	<i>\$ 886,445</i>	<i>\$1,894,443</i>
<i>J.A. Jones Construction Group with Q & A and S.O.M</i>	<i>\$2,640,441</i>	<i>\$2,532,550</i>

At the end of the first year, the projects status will be re-evaluated and the maximum upset for the second year of services will be negotiated.

As such, the fee proposal submitted by Carter Burgess, as negotiated, represents a similar fee to lesser-rated firms and a reasonable cost to the County. In our professional judgment, the Carter-Burgess team, having received the highest technical rating and proposing a reasonable fee, represents the best value to the County and as such, it is the Department's recommendation that the Carter-Burgess team be retained to provide global program management services for the

Building Consolidation Program for a two-year period.

Funding for the professional services is available under Project No. 90780, which has a total of \$11.0 million dollars in the 4-Year Capital Plan, with 4.0 million available in 2003, \$3.0 mil. in 2004 and the final \$3.0 million available in 2005.

In accordance with procedural guidelines, CSBA will be notified of this proposed Agreement.

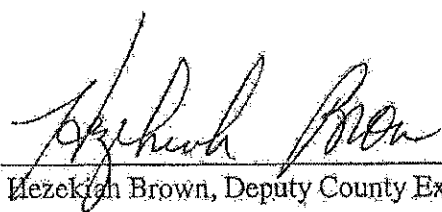
As these design services exceed \$100,000 and twelve (12) months in duration, this Department shall begin the processing of a project specific agreement with Carter Burgess.



Peter J. Gerbasi, P.E.
Commissioner

cc: William Cunningham, Chief Deputy County Executive
Anthony Cancellieri, Deputy County Executive
Sheldon Cohen, Real Estate Planning and Development

APPROVED: _____



Hezekiah Brown, Deputy County Executive

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORK
Inter-Departmental Memo

TO: Office of the County Executive
Attn: Richard R. Walker, Chief Deputy County Executive

FROM: Shila Shah-Gavnoudias, Commissioner

DATE: March 6, 2015

SUBJECT: Shared Facilities Efficiency Plan
Recommendation to Amend the Professional Services Agreement with
JE Architects/Engineers P.C. (formerly Carter & Burgess) for Program Management Services
Agreement No.: B90780C
Encumbrance No.: CFPW03000007
Capital Project No.: 14008

In February 2015 the Department of Public Works was notified that Swanke Hayden Connell Architects (SHCA), the project architect for the Public Safety Center Phase III – Forensic Laboratory project filed for bankruptcy on January 9, 2015 and will no longer be performing construction administration services.

To address this issue the Department has authorized Jacobs to take immediate action and add the principal architect for the Public Safety Center project from SHCA to assist with the coordination and resolution of this issue at the Public Safety Center while maintaining the institutional architectural knowledge of the design of this facility. The addition of the principal architect had no impact to the current cost of the agreement. However, it is anticipated that additional staff may be required to assist with the performance of construction administration services. The cost of the additional staff is included in this amendment.

The Department must also coordinate the addition of SHCA's original engineering sub-consulting firm, Cameron Engineering and Associates, as a sub-consultant to the existing Jacobs' personal services agreement to continue to provide the necessary construction administration services in order to complete this project. The project cannot be completed without these services.

In our professional judgment, authorizing the JE team to provide construction administration services via the addition of staff and Cameron Engineering and Associates as a sub-consultant is the appropriate option to complete this project by May of 2016.

Funding for this amendment will come from the disencumbrance of unused funds from the SHCA professional services agreement against Capital Project #14008 and will in no way increase the cost of the overall project. In accordance with procedural guidelines, CSEA will be notified of this proposed Agreement amendment.

Shila Shah-Gavnoudias
Commissioner

SSG:RM:ss

c: Richard P. Millet, Chief Deputy Commissioner
Rakhal Maitra, Deputy Commissioner

APPROVED:

DISAPPROVED:

Richard R. Walker
Chief Deputy County Executive

Date

Richard R. Walker
Chief Deputy County Executive

Date



REQUEST TO INITIATE REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

PART 1. Approval by the Deputy County Executive for Operations must be obtained prior to ANY REQ/RFP/RFC

☐ REQ ☒ RFP ☐ RFC

Department: Dept. of Public Works - Division of Engineering Date: November 12, 2003

Service Requested: An amendment to an existing contract for Global Program Management Services for the Nassau County Real Estate Consolidation Program

Justification: The term of the Carter & Burgess, Inc. contract has been completed and the Department wishes to extend the firm's services through this amendment

Estimated Range: \$5,584,877 Date REQ/RFP/RFC Due: December 2003

Department Head Approval: ☒ YES ☐ NO

DCE/Vertical Approval: ☒ YES ☐ NO

LC/Depts Approval: ☒ YES ☐ NO

[Signature]

SIGNATURE

[Signature]

SIGNATURE

[Signature]

SIGNATURE

PART II. Vendor List (Please list all vendors who submitted the Request for Qualifications/Request for Proposal/Request for Bid. If the vendor is not listed, it will not be considered for the contract.)

Vendor	Quote	Comment
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

DCE/Depts Approval: YES ☐ NO ☐ Signature: _____

